Town Commission
Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

Regular Town Commission

Tuesday, March 22, 2022, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR CHRIS VINCENT**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION - Pastor Fred Powell representing the Community Church**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**

7.a. BSO February 2022 Report
3-22 AM - BSO February 2022 Report CoverPage.pdf
Ex. 1 - TM Report-February 2022.pdf

7.b. VFD March 2022 Report
3-22-22 AM February VFD Report.pdf
Ex. 1 - VFD February Report.pdf

7.c. AMR February 2022 Report
3-22-22 AM AMR Report.pdf
Ex. 1 - AMR LBTS TIMES 2-22.pdf

8. **TOWN MANAGER REPORT**

8.a. January 2022 Finance Report
3-22-22 AM January Finance Report Agenda Cover.pdf
Ex. 1 - January 2022 Revenue Expenditure Report.pdf
Ex. 2 - CASH-INVESTMENT REPORT_January 2022.pdf

8.b. Town Manager Report
03-22-22 AM Town Manager Report.pdf
Ex. 1 - Farmers Markets Research.pdf
Ex. 2 - LBTS Volunteer Application.pdf

9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**

10.a. Approval of Minutes - Approval of Minutes: January 25, 2022, Town Commission Meeting, February 8, 2022, Town Commission Meeting, & February 22, 2022, Town Commission Meeting
3-22-22 AM Minutes.pdf
Ex. 1 - 01-25-22 LBTS Commission 2nd draft minutes.pdf
Ex. 2 - 02-08-22 LBTS Commission 2nd draft minutes.pdf
Ex. 3 - 02-22-22 LBTS Commission 2nd draft minutes.pdf

11. **CONSENT AGENDA**

11.a. Budget Calendar

3-22-22 AM Budget Calendar.pdf
Ex. 1 - Budget Timeline FY23.pdf
Ex. 2 - 2022 Tax Roll Calendar.pdf

12. **OLD BUSINESS**

13. **NEW BUSINESS**

14. **COMMISSIONER COMMENTS**

15. **ORDINANCES 1st Reading**

16. **ORDINANCES 2nd Reading**

17. **RESOLUTIONS - PUBLIC COMMENTS**

17.a. Resolution 2022-08. A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING A 5% INCREASE IN TOWN COMMISSIONER SALARIES, EFFECTIVE MARCH 23, 2022; DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EFFECTUATE THE 5% SALARY INCREASE FOR THE TOWN COMMISSION: PROVIDING FOR CONFLICT, SEVERABILITY AND FOR AN EFFECTIVE DATE.
3-22-22 AM Resolution 2022-08 Commission Salaries.pdf
Ex1- Resolution 2022-08 Comm Salary Increase.pdf
Ex. 2 - 2021 PEPIE Annual Salary Survey - Final Results.pdf

17.b. RESOLUTION 2022-09. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE SCHEDULE OF AUTHORIZED POSITIONS; ADOPTING A REVISED PAY PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.
3-22-22 AM Visitor Center Staffing.pdf
Ex. 1 - 2022-09 Resolution Schedule of Authorized Positions.pdf
Ex2 - Authorized Positions FY 22.pdf

17.c. RESOLUTION 2022-10. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR FIREWORKS DISPLAYS; FINDING THAT THE AGREEMENT IS IN THE BEST INTERESTS OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.L OF THE TOWN PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
3-22-22 - AM Zambelli Fireworks.pdf
Ex 1 Resolution 2022-10 - Zambelli 2022.pdf
Ex 2 Zambelli LBTS- Proposal J4, 2022.pdf
Ex 3 Zambelli Agreement.pdf

17.d. RESOLUTION 2022-11. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH CONCEPTUAL COMMUNICATIONS, LLC FOR PUBLIC INFORMATION OFFICER SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
3-22-22AM Conceptual Communications PIO Services.pdf
Ex. 1 - Resolution 2022-01 Conceptual Communicatiosn Agreement.pdf
Ex. 2 - Conceptual Communications Agreement PIO.pdf

17.e. Resolution 2022-12 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH FULL MOON CREATIVE, LLC FOR AUDIO VISUAL SERVICES, UTILIZING THE

TOWN OF DAVIE CONTRACT PROCURED PURSUANT TO REQUEST FOR PROPOSAL NUMBER JA-21-50 FOR AUDIO VISUAL SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

3-22-22 AM Full Moon Creative LLC AV Services.pdf
Ex 1 - Resolution 2022-12 Full Moon Creative Audiovisual.pdf
EX 2- R 2021-187 - Audio Visual Services for Town Meetings (Full Moon Creative LLC).pdf
EX 3- Lauderale By The Sea City Meeting Coverage Proposals.pdf
EX 4- RFP-JA-21-50 Audio Visual Services.pdf
EX 5- Piggyback Agreement - Full Moon Creative.pdf

17.f. RESOLUTION 2022-13. A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE SUBMISSION OF A GRANT APPLICATION FOR FUNDS AVAILABLE THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANTS PROGRAM THROUGH BROWARD COUNTY FOR THE FISCAL YEAR 2022/2023; AUTHORIZING EXECUTION OF A GRANT AGREEMENT, IF AWARDED; AND PROVIDING AN EFFECTIVE DATE.

03-22-22 AM CDBG Grant.pdf
Ex. 1 Resolution 2021-13 CDBG Senior Center.pdf
Ex. 2 48th Year 2022-2023 Small Cities CDBG Application.pdf

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO INSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:
Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.

Agenda Item No: 7.a

Town Commission Agenda Item Report

Meeting Date: March 22, 2022
Submitted By: Captain Thomas Palmer, BSO
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO February 2022

Recommendation: Accept/Approve

Attachments: Exhibit 1 – BSO February 2022 Report

Date: March 11, 2022

To: Linda Connors
Town Manager

From: Captain Thomas Palmer
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- February 2022

PERSONNEL CHANGES:

None.

EMPLOYEE OF THE MONTH: Deputy Pedro Almodovar-Fernandez

On Monday, February 14, 2022, Deputy Almodovar Fernandez responded to the 100 Block of Commercial Blvd, in reference an unknown female being harassed while onboard a Broward County Transit Bus. As Deputy Almodovar Fernandez arrived on scene, he observed an adult male with his arms wrapped around an adult female who was bleeding from the face and screaming for help. This adult male proceeded to drag this helpless female along the sidewalk. Deputy Almodovar Fernandez immediately, without hesitation, sprang into action to help this victim and took this male subject into custody.

Deputy Almodovar Fernandez then performed a complete, concise and thorough investigation. He learned that the male subject, who was unknown to the female victim had struck the victim several times while onboard the bus without provocation. When the bus stopped, the subject grabbed and dragged the victim off the bus with the intention to continue harming this victim. Due to Deputy Almodovar Fernandez's commitment to his patrol area, he was able to respond within seconds of dispatch and prevented any further harm to this helpless victim. The subject was arrested, charged accordingly and transported to jail.

During the month of February 2022, Deputy Almodovar Fernandez was also able to recover a stolen tag from a Automated License Plate Reader (ALPR alert), he assisted with identifying two suspects regarding separate cases involving stolen items from LBTS residents', and he protected several businesses by having several trespassers leave the area of closed businesses.

Due to Deputy Almodovar's exemplary actions and the result of his excellent investigative efforts and determination to "go the extra mile" Deputy Pedro Almodovar Fernandez is awarded the February 2022 Employee of the Month.

SPECIAL RECOGNITION:

On February 8, 2022, Town of Lauderdale by the Sea Specials Projects Coordinator Debbie Hime contacted Captain Palmer and requested guidance in reference to a woman and her child who needed assistance. Ms. Hime was approached at the Lauderdale by the Sea Welcome Center by the woman who stated that she and her child were homeless and needed help. Captain Palmer dispatched Detectives Glen Genovese and Danny Mursell to assist. The detectives learned that the woman and her child relocated to south Florida several years ago from their original home in Washington D.C. Due to rising rent costs and lack of steady employment the mother and child were recently forced to vacate their residence. After exhausting all of her remaining resources, the woman and child were now experiencing homelessness. All of their possessions were contained in two small bags and the mother's only way of communication was via email. The pair informed the detectives that they had previously sought assistance from other cities and police departments with little success. The detectives contacted all of the various outreach centers (Women in Distress, Homeless Hotline, 211 Broward, and the Multi-agency Homeless Task Force) but were unsuccessful in locating any immediate lodgings or funds. Detectives Genovese and Mursell, being fathers themselves, noticed that the mother and daughter did not have any food or money and used their own money to purchase food for the women. To add to the challenge, it was raining heavily that evening with temperatures in the 50's and the mother and daughter had no place to stay. The detectives then responded to nearby lodging establishments in Lauderdale by the Sea and used their own money to reserve a room for the mother and daughter for the evening to ensure they had a safe place to stay and food to eat.

The following morning, Deputy Michael Kratz contacted Deputy Marcus Hall from BSO's Homeless Outreach Unit. Deputy Hall discovered that there was a long waiting list for any available lodgings through the assistance programs. Deputy Hall and Kratz met with the mother in attempt to arrange transportation through the Multi-Agency Homeless Taskforce Reunification Program to locate the pair's family in Washington D.C. The deputies' efforts were successful and a relative was located in Washington D.C. that was eager and was willing to provide a permanent home for the mother and her daughter. Within hours, the deputies arranged (thru the Reunification Program Funding) the purchase of two plane tickets to Washington D.C. to reunite the pair with their family. The pair were transported to the Fort Lauderdale/Hollywood International Airport and they were successfully reunited with their family.

This case is an outstanding example of the compassion and duty to serve the residents and visitors of the Lauderdale by the Sea District. These staff members refused to accept that there was "nothing they could do" and the employees used their own money to ensure this mother and young child would have a safe place to stay the night and food to eat. They also used all available resources to successfully reunite the mother and daughter with caring family members. Due to the exemplary efforts and actions these four staff members (Detective Glen Genovese, Detective Danny Mursell, Deputy Michael Kratz, and Deputy Marcus Hall) were nominated for the Broward Sheriff's Office Certificate of Recognition.

COMMUNITY PROGRAMS AND SERVICES: These ancillary programs and services are available to residents on an ongoing basis.

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.

- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.

- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.

- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.

- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.

- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.

- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.

- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 8 ½ hours this month.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 262.5 miles and 29.5 hours this month.

- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Two (2) individuals required mental health assistance and were Baker Acted. Nine (9) individuals experiencing homelessness were contacted during the month. Six (6) of the individuals accepted free services offered by deputies, and three (3) were trespass warned from commercial establishments.

- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***

- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.
  PLEASE NOTE: The e-Alert system is being phased out and will be replaced with the Sheriff's new BSO ALERTS. Users must register for the new ALERT system to receive notifications. Citizens can sign up by visiting the Sheriff's website www.sheriff.org and click on BSO ALERTS or I have provided a hyperlink below:
  https://member.everbridge.net/index/892807736729054#/login **

- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.

- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.

- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us **@BSOLBTS**.

SPECIAL EVENTS: These events required the participation of the BSO LBTS district.

A1A Marathon: Annual A1A Marathon was held in town with numerous special detail deputies assisting with this large-scale event. No issues were reported.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2201-000148
DATE/TIME: 02/04/22 @ 1420 hrs
LOCATION: 4319 N Ocean Dr (Walgreens)
SUSPECT(S): 2 x Unidentified W/M's
INCIDENT: Retail Theft
SUMMARY: An Unk W/m's entered the Walgreens drug store and removed a red/white striped backpack from a rack and then placed approx. $195 worth of cosmetics inside. The suspect then exited the store without paying for the items, before fleeing on an unknown make/model red scooter with a second w/m driver. All deputies and detectives immediately responded to the area but were unable to locate the suspects. The theft suspect was described as thin, with short blond hair, wearing a light-colored camouflage long sleeve shirt and jeans. The shirt possibly had the word 'SAVAGE' imprinted on the front in large letters. Total Loss $223.92. Investigation is ongoing.

CASE: 13-2202-000257
DATE/TIME: 02/07/22 @ 0428 hrs
LOCATION: 4424 EL Mar Drive
ARRESTEE: John Mcauley, WM DOB: 01/28/1977
INCIDENT: Disorderly Intoxication Arrest
SUMMARY: Deputies were dispatched to the above location reference an adult male screaming and throwing chairs in the pool. Contact was made with the subject, he was arrested for Disorderly Intoxication and transported to the BSO main jail.

CASE: 13-2202-000271
DATE/TIME: 02/07/22 @ 1455 hrs
LOCATION: 4711 N Ocean Dr
SUSPECT: Michael Ciambella, wm, 07/02/1966
INCIDENT: Recovered Stolen Tag-**LPR**
SUMMARY: Deputies received a LPR hit in reference to a stolen Florida tag. Traffic stop was conducted at 4711 N Ocean Dr (Publix). The tag was removed from the vehicle and system as stolen. The subject received written citations for failure to register the vehicle and not having a valid license.

CASE: 13-2202-000314
DATE/TIME: 02/08/22 @ 1545hrs
LOCATION: 4229 N Ocean
INCIDENT: Women experiencing homelessness
SUMMARY: On 2/8/22, contact was made with a woman and her daughter, who had nowhere to stay. There were no shelters available, so Detectives Mursell and Genovese arranged for the women to stay for a night in Lauderdale by the Sea, with Det. Genovese paying for the hotel from his own pocket. On the following say, Dep. Kratz contacted the BSO Homeless Outreach Coalition personnel and coordinated through the reunification program. An aunt was located in Washington, D.C. and arrangements made for an American Airlines flight to 'reunite' the family. Dep Kratz later transported the ladies to FLL, where they boarded the flight and successfully travelled to Washington D.C.

CASE: 13-2202-000514
DATE/TIME: 02/14/22 @ 1859 Hrs
LOCATION: Commercial Blvd/Sea Grape Drive
VICTIM: Adult Female (Marsy's Law)
ARRESTEE: Johnson Pierre, BM 06/12/1986
INCIDENT: False Imprisonment/Battery-**ARREST**
SUMMARY: Deputies were dispatched to above location reference a female being harassed on a Broward County Transit (BCT). Deputy Almodovar was in the area, quickly arrived on scene and observed the arrestee with his arms wrapped around the victim. The victim was screaming for help. Deputy Almodovar immediately took the suspect into custody. The victim was bleeding from her face and nose area. Investigation revealed that the suspect and victim did not know one another, and the suspect began to harass the victim while they were both on the BCT bus. When the BCT bus approached the victim's stop in LBTS, the suspect punched the victim a few times on the face. The suspect grabbed the victim as they both exited the bus and held onto the victim. While outside the bus, the suspect wrapped his arms around the victim and told her she was coming with him. The victim was unable to break free from the suspect's grasp as they both walked along the sidewalk. A few seconds later, Deputy Almodovar arrived on scene and took the suspect into custody. The victim provided a sworn statement, her injuries were minor and she was treated on scene by AMR. The victim wished to press criminal charges, and the suspect who positively identified on scene was charged with battery and false imprisonment. The arrestee was transported to the BSO Main Jail.

CASE: 13-2202-000588
DATE/TIME: 02/17/22 @ 0114 hrs
LOCATION: 2 Commercial Blvd (Anglins Fishing Pier)
INCIDENT: Theft-Delayed
SUMMARY: BSO was called to the pier, in reference to a delayed theft of a MacBook laptop computer. The victim, who works the front entrance advised he fell asleep between 02/16/22 2345 HRS - 02/17/22 0100 HRS with his computer plugged in next to him. When he woke up over an hour later, he noticed that his Mac computer (Valued at $1,500.00) was removed from the counter without his consent by an unknown person(s). Detectives retrieved video surveillance and issued a press release with a Crime Stoppers Award. Investigation is ongoing.

CASE: 13-2202-000572
DATE/TIME: 2/16/22 @1537 hrs.
LOCATION: 276 Commercial Blvd. Benihana
INCIDENT: Theft
SUSPECT(S): 1. B/F 30 YOA, 5-7 130 lbs blue dress and pregnant
2. B/M 6 foot thin build, 180 lbs orange button down shirt blue jeans
SUMMARY: Above subjects consumed $69.33 worth of Benihana food and disputed the bill in reference to rice, which they consumed, but did not order. While the B/M retrieved the white in color Kia 4d Fl. Tag NTT-Z67 from valet, the B/F disputed the rice bill. After several minutes, the B/F exited the restaurant, entered the vehicle and they left the area traveling westbound on Commercial Blvd. Investigation is ongoing.

CASE: 13-2202-000716
DATE/TIME: 02/20/22 @ 2240 Hrs
LOCATION: 112 Commercial Blvd
SUSPECT: Thomas Hooper, WM DOB: 01/26/1995
INCIDENT: Delayed Petit Theft
SUMMARY: Deputy Almodovar was dispatched to above location reference a delayed theft involving a known suspect. Investigation revealed that the above known suspect took the victim's electric scooter bike from the rear of the business. The suspect was captured on CCTV and identified by the victim/witnesses. Deputy Pitulan located the scooter at 241 N Tradewinds Avenue. Upon receiving his stolen property back the victim no longer wanted to prosecute and signed a waiver of prosecution.

CASE: 13-2202-000761/ 90-2202-006981
DATE/TIME: 02/21/22 @ 2208 Hrs
LOCATION: 1460 S Ocean Blvd (Roadway)
INCIDENT: Recovered Stolen Tag (Lauderdale Lakes) & Report of Stolen Tag (At Large)
SUMMARY: While monitoring the town's ALPR system, Deputy Suarez alerted his zone team partner Deputy Almodovar about an LPR hit regarding a stolen tag (FL 781QVZ). The LBTS LPR located at Flamingo/N Ocean Drive captured the hit, and the vehicle with stolen tag attached was traveling Northbound. Deputy Almodovar was in the area and located the vehicle. A traffic stop was conducted at 1460 S Ocean Blvd. The driver and two passengers were detained for a short period of time while an investigation was initiated. Investigation revealed that the driver who was working as a Lyft driver, did not have knowledge that the attached stolen tag/decal on her vehicle was reported stolen. An unknown suspect(s) had actual stolen her assigned tag and replaced it with the attached stolen tag. The driver lives in the same area where the stolen tag was reported, however since she was unsure when or where her tag was stolen and switched, a county case was pulled for her stolen tag and it was entered into FICIC/NCIC as stolen. The stolen/recovered tag reported by D4, was recovered, removed from FCIC/NCIC and placed into BSO evidence. All parties were cooperative and released.

MONTHLY ARREST LOGS:

M	Battery-Touch or Strike	4100	El Mar Dr
M	Disorderly Intoxication/Public Disturbance	1	Commercial Blvd
M	Disorderly Intoxication/Public Disturbance	4424	El Mar Dr
M	Kidnap-False Imprisonment/Battery	223	Commercial Blvd/Seagrape Dr
M	Trespassing Occupied Structure	2	Commercial Blvd

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2021 YTD	2022 YTD
AUTO THEFT	0	1	1	1
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	0	0	9	0
BURGLARY-RESIDENCE	0	2	0	2
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	1	0
HOMICIDE	0	0	0	0
ROBBERY	0	0	1	0
THEFT-GRAND	2	4	1	6
THEFT-PETIT	5	4	3	9
TOTALS	**7**	**11**	**17**	**18**

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	34
COP Hours Worked - Month	194
COP Patrol Miles - Month	370
COP Hours Worked - YTD	244
COP Patrol Miles - YTD	478

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	7

COP Beach Patrol Hours – Month	60
COP Beach Patrol Hours - YTD	60

RESERVE DEPUTY ASSISTANCE: Reserve Deputies are part-time, fully-sworn deputies who provide supplemental staffing to LBTS, when available, at NO cost to the Town.

	Month	2022 YTD
Reserve Deputy - Days Worked	6	10
Reserve Deputy - Hours Worked	57.5	98.5

MONTHLY STAFFING AND STATISTICAL REPORT:
The February 2022 Monthly Staffing and Statistical Report is attached.

Lauderdale by the Sea
Monthly Activity
February 2022

Reports/Calls	
Miscellaneous Service	
Event Reports	34
Accidents	12
Calls for Service	1,025

Traffic	
Types of Citation	
Non-Moving / Moving Citation	47
Parking	0
Warnings	147
Total Citations	**194**

Arrests	
Type of Arrest	
Felony	1
Misdemeanor	4
NTA	0
Warrant	0
DUI	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	0
Total Arrests	**5**

Time Worked	
Hours Worked	
Bike Patrol	8.5
Court Overtime	15
Training	10
Detached	4
Other Overtime	15
Days Worked	28

General	
FI	29
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 262.50 Miles / 29.50 Hours Reserve Deputies worked 6 shifts (57.5 hrs)

MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT
February 28, 2022

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	4	4	
Deputy Sheriff	19	19	
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	1	1	
TOTAL	**28**	**28**	**0**

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Jeffrey Bickel	15551	Light Duty	Illness

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Jerry Hopkins	14555	Centeral Browad	Patrol Coverage	4
			TOTAL	**4**

LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (2 Mile Radius) – FEBRUARY, 2022



ANTHONY MANGANARO JR.

11/08/1965

2751 NE 58th St

Fort Lauderdale, FL 33308

SEX OFFENSE, OTHER STATE (ATTEMPTED DISSEMINATE INDECENT MATERIAL TO MINORS 1ST DEGREE)

(GUILTY/CONVICTED – 11/20/2003)

New York, NY



MICHAEL DAVID SCHMEHL

05/26/1974

4141 Bayview Dr.

Ft. Lauderdale, FL 33308

SEX OFFENSE, OTHER STATE (SEXUAL ASSAULT)

(GUILTY/CONVICTED – 08/26/1998)

Bucks, PA



ANGEL MAURY

01/22/1966
4011 N Ocean Blvd. #214
Fort Lauderdale, FL 33308

SEX BAT/COERCES BY THREAT; F.S. 794.011(4)(b)

SEX BAT BY ADULT/VCTM UNDER 12; F.S. 794.011(2) **TIMES 2**

Lewd or lascivious molestation victim under 12 years offender 18 or older; F.S. 800.04(5)(b) ((2 COUNTS)) **TIMES 2**

Lewd, Lascivious batt sex w/victim 12-15 years old; F.S. 800.04(4)(a) **TIMES 2**

Unlawful Sexual Activity with Certain Minors 16/17 yr old; F.S. 794.05(1)

(GUILTY/CONVICTED – 10/28/2013)

Broward, FL

LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (2 Mile Radius) – FEBRUARY, 2022



DAVID RAPHAEL ROSENRAUCH

07/26/1971

3100 NE 46th ST.
Fort Lauderdale, FL 33308

PROV.OBSCENE MAT.MINOR; F.S. 847.0133 (PRINCIPAL)

SEXUAL PERFORMANCE BY A CHILD(POSSESS PHOTO OR PICTURE); F.S. 827.071(4) (PRINCIPAL)

PRODUCE, DIRECT, PROMOTE SEXUAL PERFORM. BY CHILD; F.S. 827.071(3) (PRINCIPAL IN ATTEMPT)

ADJUDICATION WITHHELD 11/12/1996

Lake, FL

NO IMAGE

MURPHY HANDY

11/04/1956

1500 S Ocean Blvd. Apt: 1105 Pompano Beach, FL 33062

ABSCONDED FROM PROBATION

LEWD,LASCIVIOUS CHILD U/16; F.S. 800.04 (PRINCIPAL)

(GUILTY/CONVICTED – 09/21/1995)

Broward, FL



JAMES ORLIN CLARKE

05/14/1980

4011 N Ocean Blvd. #105

Fort Lauderdale, FL 33308

Ocean Reef Hotel

SEX OFFENSE, OTHER STATE (3RD DEGREE CRIMINAL SEXUAL CONDUCT-PERSON 13 TO 15)

(GUILTY/CONVICTED – 11/09/1999)

Macomb, MI

February 28, 2022

Prepared by: Giovanna Anderson

Agenda Item No: 7.b

Town Commission Agenda Item Report

Meeting Date: March 22, 2022
Submitted By: Chief Judson Hopping, VFD
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: VFD February 2022 Report

Recommendation: Accept/Approve

Attachments: Ex.1 – VFD February 2022 Report

Lauderdale-By-The-Sea Volunteer Fire Department

Overview

During the month of February 2022, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were 47 annual fire inspections: 4 re-inspections and no complaints.

Responses:

The Volunteer Fire Department responded to 36 fire rescue calls within the limits of our contract.

- Of the 36 emergency fire calls dispatched, there were 18 fire alarms, 1 marine fire, 1 fire sprinkler alarm, 2 smoke investigations, 2 vehicle accident w/injuries, 3 hazardous conditions, 1 elevator rescue, 2 drownings, and 6 "other" fires.

- There were 81 medical 911 calls for February 2022. The department was dispatched to 15 of those calls, of which, 3 were canceled by M12 or the chief on duty. E12 provided BLS care until M12/212 arrival on 2 calls and provide M12/212 lift assist on 10 calls.

Training:

The Volunteer Fire Department had 10 Regular in-town, and 26 Associate out-of-town members for a total of 36 active members.

For the month of February there were 4 fire drills, 1 ocean rescue drill, 3 fire inspections, and 1 CPR class.

- 129 Hrs - Fire drills & Ocean rescue training
- 21.5 Hrs - Annual High-Rise Fire Inspections
- 20 Hrs – American Red Cross CPR class - recertification

A total of 170.5+ hours were spent in the month of February on training.

In closing, the Volunteer Fire Department will continue to improve and increase its members training, as required by ISO and established state training curriculums. We continue to recruit new members through the fire academies, our website, and local town events.

Respectfully,

Judson Hopping,
Fire Chief

Administration office: 4513 Ocean Boulevard
Fire Station: 4504 Bougainvilla Drive
Lauderdale-By-The-Sea, FL 33308

Tel: (954) 640-4250
Fax: (954) 640-4236
e-mail: contact@lbtsfire.com

Town of Lauderdale-By-The-Sea

Fire Department Monthly Report

February 2022

	Regular In-town	Associate Out of Town
Active Member	10	26
Fire 1 non-certified	0	0
Fire 1 Certified	2	0
Fire II Certified	8	26
CPR/1st Responder	5	10
EMT-B (FL)	2	9
Paramedic (FL)	3	7

Emergency Calls

Fire/Rescue	36
Total Medical 911 calls	81
Medical calls V.F.D. Not Dispatched	66
Medical calls V.F.D. Dispatched	15
Medical calls Canceled by Chief/M12	3
Medical calls V.F.D. Assisted	12

Training **170.5+ Total Hrs**

Fire & Ocean rescue training drills	129 Hrs
CPR Refresher class	20 Hrs
Pre-Planning Fire Inspection training	21.5 Hrs

Station /Beach/Community Service **2,464.5 + Total Hrs.**

Firefighters	1,556.5+ Hrs.
Ocean Rescue patrol	125 Hrs
Chief on Duty/Command	672 Hrs.

LBTS Volunteer Fire Department - February 2022, Active Roster

Last Name	First Name	LBTS FF No.	Membership	*Town Resident	Rank	Fire Certifications	EMS Certification	MTD Calls	YTD Calls
Agostinone	Valentina	188744	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	23
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	2	28
Benrubi	Aaron	173349	Associate Member		Driver Engineer	Firefighter II	Paramedic (FL)	3	27
Bias	Jonathan	81298	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	6	36
Cabrera	Ricardo	177336	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	1	22
Carlton	Ryan	186384	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	8	36
Cosenza	Vincent	169533	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	9	31
Cowles	James	186248	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	31	145
DeZayas	Mauricio	186553	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	3	4
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	29
Fair	Deonta	191412	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	1
Fixman	Daniella	190965	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	3	21
Frew	Jake	182810	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	23
Frew	Maria	174735	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	19
Hernandez	Rosa	190618	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	24
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E - Officer I	EMT-B (FL)	10	46
Horan	Sean	177190	Regular Member		Driver Engineer	Firefighter I - D/E	CPR for healthcare provider	9	36
Johnson	Scott	33472	Regular Member		Driver Engineer	Firefighter II - Officer I	Paramedic (FL)	8	14
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	16	77
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer II	CPR for healthcare provider	32	174
Maggard	Dylan	165765	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	10	27
Mangin	Andrew	735	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	4	23
Nemia	John	190426	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	25
Neves	Lucas	183412	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	6	9
Paine	Kyle	173	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	0	5
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer II	Paramedic (FL)	30	130
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	18	74
Piper	Kyle	184815	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	7	22
Porcelli	Joseph	184121	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	5
Ritchey	Dylan	160895	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	13
Ruiz	Rodrigo	174946	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	5	23
Samler, Jr.	Thomas	187730	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	12	41
Silverstone	James	025	Regular Member	*	Driver Engineer	Firefighter II	CPR for healthcare provider	8	34
Stewart	Theodore	190140	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	18
Swerdloff	Tyler	189739	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	6	13
Warden	Stephanie	195840	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	6

Monthly Activity Report -February 2022

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
02-Feb-22	5000 North Ocean Drive	Fire alarm	3:52:00 PM	4:10:00 PM	3
03-Feb-22	1800 South Ocean blvd	Other fire - broken a/c pvc line	12:42:00 PM	2:41:00 AM	5
03-Feb-22	4319 Ocean Drive	Fire alarm - commercial structure	12:25:00 PM	12:43:00 PM	4
04-Feb-22	2000 South Ocean Blvd.	Fire alarm - commercial structure	6:37:00 PM	6:53:00 PM	4
05-Feb-22	4501 N. Ocean Drive	Other fire - dog locked in vehicle	5:57:00 PM	6:27:00 PM	6
06-Feb-22	230 Marine Court	Smoke investigation	12:22:00 PM	12:29:00 PM	5
06-Feb-22	1461 South Ocean Drive	Fire alarm - residential	6:40:00 PM	6:53:00 PM	7
08-Feb-22	275 Commercial Blvd.	Fire alarm	10:22:00 AM	10:46:00 AM	6
08-Feb-22	1620 South Oceean Blvd.	Fire alarm	6:08:00 PM	6:23:00 PM	8
09-Feb-22	1600 South Ocean Blvd.	Boat marine fire - ocean	10:51:00 PM	11:06:00 PM	6
10-Feb-22	14 Commercial Blvd.	Gas leak	11:20:00 PM	11:59:00 PM	5
11-Feb-22	4405 North Ocean Blvd.	Fire alarm - false alarm testing	10:42:00 AM	11:48:00 AM	6
11-Feb-22	5200 North Ocean Blvd.	Fire alarm	12:47:00 PM	1:00:00 PM	7
12-Feb-22	4050 North Ocean Blvd.	Fire alarm	6:09:00 PM	6:29:00 PM	5
14-Feb-22	235 Commercial Blvd.	Hazardous conditions	3:39:00 PM	4:07:00 PM	6
14-Feb-22	4900 N. Ocean Drive	Fire alarm	4:14:00 PM	4:46:00 PM	9
15-Feb-22	4343 North Ocean Drive	Fire Sprinkler alarm	10:14:00 AM	10:45:00 AM	5
16-Feb-22	1541 South Ocean Blvd	Other fire - svc call -wheelchair stuck in road	12:34:00 PM	12:42:00 PM	4
16-Feb-22	4225 El Mar Drive	Fire alarm	4:16:00 PM	4:32:00 PM	8
17-Feb-22	4536 El Mar Drive	Other fire - hazardous condition hyprodermic needle found on beach	11:49:00 AM	11:59:00 AM	4
17-Feb-22	1900 South Ocean Blvd.	Fire alarm	1:37:00 PM	2:00:00 PM	7
18-Feb-22	1984 Tropic Isle	Fire alarm	11:10:00 AM	11:20:00 AM	8
19-Feb-22	E. Terra Mar	Other fire - smoke investigation - grill no hazard	5:16:00 PM	5:27:00 PM	7
19-Feb-22	218 Commercial Blvd.	Fire alarm	8:47:00 PM	9:04:00 PM	7
20-Feb-22	1600 South Ocean Blvd.	Fire alarm	9:54:00 AM	10:11:00 AM	7
21-Feb-22	1600 South Ocean Blvd.	Elevator rescue	2:00:00 PM	2:23:00 PM	4
25-Feb-22	1470 South Ocean Drive	Other fire - washdown	7:11:00 AM	7:55:00 AM	8
25-Feb-22	4511 El Mar Drive	Fire alarm	9:52:00 AM	11:57:00 AM	6
25-Feb-22	1396 South Ocean Drive	Drowning	12:45:00 PM	1:51:00 PM	4
25-Feb-22	279 Capril Avenue	Fire alarm - residential	1:51:00 PM	1:56:00 PM	7
25-Feb-22	Commercial Blvd.	Other fire - animal bite	6:00:00 PM	6:16:00 PM	6
26-Feb-22	4616 El Mar Drive	Other fire - missing swimmer	10:21:00 AM	10:44:00 AM	7
26-Feb-22	North Ocean Blvd.	Accident w/Injuries	9:25:00 PM	9:59:00 PM	8
27-Feb-22	299 Commercial Blvd.	Accident w/Injuries	9:54:00 AM	10:32:00 AM	5
28-Feb-22	1500 South Ocean Blvd.	Fire alarm	11:13:00 AM	11:50:00 AM	6
28-Feb-22	4510 El Mar Drive	Drowning	2:45:00 PM	3:38:00 PM	6
			Total Calls	**36**	

Date	First Responder	Event Description	Start Time	End Time	No. of FF
04-Feb-22	El Mar Drive	medical, E12 cleared by dispatch	6:54:00 PM	6:53:00 PM	4
07-Feb-22	Bougainvilla Drive	medical, walk-up	9:59:00 AM	10:40:00 AM	4
07-Feb-22	South Ocean Blvd.	medical, E12 assisted M12	7:06:00 PM	7:22:00 PM	6
08-Feb-22	South Ocean Blvd.	medical, E12 assisted M12	12:30:00 PM	1:56:00 PM	3
09-Feb-22	South Ocean Blvd.	medical, E12 assisted M12	9:02:00 PM	9:23:00 PM	5
10-Feb-22	South Ocean Blvd.	medical, E12 assisted M12	1:41:00 PM	3:06:00 PM	5
10-Feb-22	Hibiscus Avenue	medical, E12/M212 cleared patient refusal	2:28:00 PM	2:50:00 PM	5
10-Feb-22	North Ocean Blvd.	medical, E12 assisted M12	8:01:00 PM	9:14:00 PM	7
14-Feb-22	South Ocean Blvd.	medical, no M12/212 avail - no med needed R11 canceled	8:33:00 PM	8:47:00 PM	5
21-Feb-22	South Ocean Blvd.	medical, E12 assisted M12	9:27:00 AM	10:27:00 AM	4
21-Feb-22	North Ocean Drive	medical, E12 provided BLS care until M212 arrival	4:19:00 PM	5:01:00 PM	4
21-Feb-22	Seagrape Drive	medical, E12 provided BLS care until M12 arrival	4:47:00 PM	5:04:00 PM	4
22-Feb-22	Ocean Walk Terrace	medical, E12 assisted M12	5:21:00 PM	5:49:00 PM	4
25-Feb-22	Commercial Blvd.	medical, E12 assisted M212	1:21:00 PM	2:15:00 PM	5
28-Feb-22	North Ocean Drive	medical, E12 assisted M12	8:18:00 PM	8:25:00 PM	6
			Total Calls	**15**	

Date	Public Service	Event Description	Start Time	End Time	No. of FF
17-Feb-22	Palm Ave. & N. Ocean	Retrieve cell phone from storm drain for a visitor	4:30:00 PM	4:45:00 PM	4
20-Feb-22	Pine Ave/El Mar Drive	Setup - SQ12/Flag & booth during A1A Marathon to distrib. water for runners & recruiting for VFD	6:00:00 AM	11:30:00 AM	2
22-Feb-22	4504 Bougainvilla Drive	Walk up - remove ring off a woman's finger	11:00:00 AM	11:15:00 AM	3
26-Feb-22	4504 Bougainvilla Drive	Station tour for visitors 5 adults/2 children	1:00:00 PM	1:30:00 PM	3

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
10-Feb-22	Station 12	Denver prop & maze; entanglement	6:00:00 PM	10:00:00 PM	7
10-Feb-22	282 Hibiscus Avenue	Pre-planning fire inspection @N. Leisure by the Sea	10:30:00 AM	12:00:00 PM	4
11-Feb-22	4405 North Ocean Blvd.	Pre-planning fire inspection @76 Store/Apt.	10:00:00 AM	11:30:00 AM	5
16-Feb-22	Station 12	CPR refresher class	3:00:00 PM	7:00:00 PM	5
17-Feb-22	Station 12	Denver drill & mazes	6:00:00 PM	10:00:00 PM	7
24-Feb-22	Station 12	Denver drill & SCBA w/Instructor Chavez	6:00:00 PM	10:00:00 PM	8
24-Feb-22	1460 South Ocean Blvd.	Pre-planning fire inspection @Europa by the Sea	10:00:00 AM	12:00:00 PM	4
26-Feb-22	Beach	Ocean rescue training - new hires	9:00:00 AM	12:00:00 PM	6
28-Feb-22	Station 12	Denver drill, mazes & SCBA	6:00:00 PM	10:00:00 PM	5

Date	Ocean Rescue	Event Description	Start Time	End Time	No. of FF
01-Feb-22	Beach	Ocean rescue patrol; 9:15-10:15a & 1-2p	11:00:00 AM	1:00:00 PM	2
02-Feb-22	Beach	Ocean rescue patrol; 9:30-10a, 2:45-3:45p & 4:45-5:15p	10:30:00 AM	1:00:00 PM	2
05-Feb-22	Beach	Ocean rescue & trng.; 10-11a & 3-4p	11:00:00 AM	1:00:00 PM	2
06-Feb-22	Beach	Ocean rescue patrol; 9:30-10:30a, 1-1:45p, 2:15-3p, & 4:45-5:30p	11:00:00 AM	2:15:00 PM	2
07-Feb-22	Beach	Ocean rescue patrol; 9:30-10:30a, 2:30-3:30p, & 4-5p	10:00:00 AM	1:00:00 PM	2
10-Feb-22	Beach	ocean rescue patrol & trng.; 10-11a & 4-5p	12:00:00 PM	2:00:00 PM	2
12-Feb-22	Beach	Ocean rescue & trng.; 10-12n, 1-3p & 4:30-5p	10:00:00 AM	2:00:00 PM	4
14-Feb-22	Beach	Ocean rescue patrol; 10-11a & 4-5p	10:00:00 AM	12:00:00 PM	2
15-Feb-22	Beach	Ocean rescue patrol; 10-11a & 4-5p	11:00:00 AM	1:00:00 PM	2
16-Feb-22	Beach	Ocean rescue patro; 9:30-10a & 3:30-4p	10:00:00 AM	11:00:00 AM	2
17-Feb-22	Beach	Ocean rescue patrol & trng.; 9-10a, 1-2p, & 4-5p	11:00:00 AM	2:00:00 PM	2
18-Feb-22	Beach	Ocean rescue & training; 9-10a, 12-1p, & 3-4:30p	11:00:00 AM	2:30:00 PM	2
19-Feb-22	Beach	Ocean rescue patrol; 10:30-11a & 12-2p	11:00:00 AM	1:30:00 PM	2
20-Feb-22	Beach	Ocean rescue patro; 11-12n, 2-3:30p, & 4-5p	11:00:00 AM	2:30:00 PM	4
21-Feb-22	Beach	Ocean rescue patrol; 10-10:30a, 12:30-1:30p, & 4:15-5:45p	11:00:00 AM	2:00:00 PM	2
22-Feb-22	Beach	Ocean rescue patrol; 9:30-10:30a, 12:30-1:30p, & 4-5p	11:30:00 AM	2:30:00 PM	2
23-Feb-22	Beach	Ocean rescue patrol; 10:50-11:10a, 1:45-3:15p, & 4:30-5:30p	11:00:00 AM	1:45:00 PM	2
24-Feb-22	Beach	Ocean rescue patrol & trng; 9:30-10p, 1-2p, & 4-5p	12:00:00 PM	2:30:00 PM	2
25-Feb-22	Beach	Ocean rescue patrol; 9:30-9:50a, 12-12:45p, 3-4p	11:00:00 AM	1:00:00 PM	2
27-Feb-22	Beach	Ocean rescue patrol; 10:30-12:30p, 1:30-2:30p & 5:30-6p	11:00:00 AM	2:30:00 PM	2
28-Feb-22	Beach	Ocean rescue patrol; 9:45-10:45a & 12:45-1:45p	11:00:00 AM	1:00:00 PM	2

*Ocean Rescue patrol consist of checking poles/life rings, educating public on flags, rips currents & any fire related issued near or on the beach.

Unit Response Time 3- Month Average

Feb-22

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	43	48	1	3
Response Time	0:05:16	0:05:15	0:00:00	0:00:00

Total Average Response Time : 4:54

Jan-22

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	44	56	3	3
Response Time	0:05:58	0:5:46	0:00:00	0:00:00

Total Average Response Time : 5:00

Dec-21

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	48	51	0	4
Response Time	0:05:12	0:05:13	0:00:00	0:00:00

Total Average Response Time : 4:48

Agenda Item No: 7.c.

Town Commission Agenda Item Report

Meeting Date: March 22, 2022
Submitted By: Brooke Liddle, AMR
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: AMR February 2022 Report

Recommendation: Accept/Approve

Attachments: Ex.1 – AMR February 2022 Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
2/1/2022	200 BLK Marine Ct	15:28:33	15:31:01	15:32:27	00:03:54
2/1/2022	4600 BLK N Ocean Dr	21:35:35	21:36:30	21:38:51	00:03:16
2/2/2022	5200 BLK N Ocean Blvd	06:35:25	06:36:12	06:38:11	00:02:46
2/2/2022	4100 BLK Bougainvilla Dr	08:07:11	08:08:54	08:09:45	00:02:34
2/3/2022	200 BLK Neptune Ave	19:36:51	19:37:48	19:40:43	00:03:52
2/4/2022	1400 BLK S Ocean Blvd	10:56:51	10:58:44	11:01:23	00:04:32
2/4/2022	4400 BLK El Mar Dr	18:54:37	18:54:37	18:58:47	00:04:10
2/5/2022	4100 BLK El Mar Dr	02:43:01	02:43:13	02:45:49	00:02:48
2/5/2022	4100 BLK N Ocean Dr	03:46:57	03:47:17	03:49:43	00:02:46
2/5/2022	4700 BLK N Ocean Dr	13:07:09	13:07:15	13:07:19	00:00:10
2/5/2022	2100 BLK S Ocean Blvd	21:31:22	21:32:04	21:37:17	00:05:55
2/5/2022	1600 BLK S Ocean Blvd	23:57:04	23:58:06	00:00:04	00:03:00
2/6/2022	1900 BLK S Ocean Blvd	20:23:36	20:25:16	20:27:16	00:03:40
2/7/2022	4500 BLK Bougainvilla Dr	09:59:06	10:01:23	10:01:25	00:02:19
2/7/2022	1400 BLK S Ocean Blvd	12:31:54	12:32:03	12:34:42	00:02:48
2/7/2022	4900 BLK N Ocean Blvd	18:35:40	18:35:47	18:38:12	00:02:32
2/8/2022	5400 BLK N Ocean Blvd	01:37:49	01:38:02	01:41:20	00:03:31
2/8/2022	200 BLK Hibiscus Ave	06:50:08	06:50:32	06:53:31	00:03:23
2/8/2022	200 BLK Washingtonia Ave	16:07:54	16:10:19	16:11:01	00:03:07
2/9/2022	4500 BLK N Ocean Dr	08:13:17	08:14:17	08:15:39	00:02:22
2/9/2022	1900 BLK Sailfish Pl	09:19:20	09:19:37	09:22:30	00:03:10
2/9/2022	5400 BLK N Ocean Blvd	15:13:29	15:13:47	15:16:09	00:02:40
2/9/2022	4300 BLK N Ocean Dr	19:20:37	19:22:02	19:25:34	00:04:57
2/10/2022	4500 BLK Poinciana St	02:37:49	02:38:03	02:41:35	00:03:46
2/10/2022	6000 BLK N Ocean Blvd	05:51:03	05:53:27	05:56:28	00:05:25
2/10/2022	1700 BLK S Ocean Blvd	13:41:55	13:43:07	13:46:17	00:04:22
2/10/2022	5100 BLK N Ocean Blvd	20:23:42	20:23:46	20:25:13	00:01:31
2/11/2022	4900 BLK N Ocean Blvd	02:40:35	02:42:17	02:44:41	00:04:06
2/11/2022	2000 BLK Oceanwalk Ter	22:21:25	22:23:13	22:26:10	00:04:45
2/12/2022	1500 BLK S Ocean Blvd	11:40:27	11:41:27	11:45:29	00:05:02
2/12/2022	5400 BLK N Ocean Blvd	11:54:24	11:55:33	11:58:42	00:04:18
2/13/2022	1400 BLK S Ocean Blvd	09:21:10	09:25:20	09:25:24	00:04:14
2/13/2022	5200 BLK N Ocean Dr	13:49:53	13:52:20	13:53:11	00:03:18
2/13/2022	100 BLK Commercial Blvd	14:39:10	14:39:26	14:40:46	00:01:36
2/13/2022	4500 BLK Bougainvilla Dr	21:30:28	21:30:44	21:32:39	00:02:11
2/14/2022	200 BLK Codrington Dr	08:10:12	08:10:50	08:14:17	00:04:05
2/14/2022	Commercial Blvd/Sea Grape Dr	19:02:12	19:03:11	19:05:10	00:02:58
2/14/2022	4200 BLK Seagrape Dr	20:31:43	20:33:14	20:36:27	00:04:44
2/14/2022	2000 BLK Oceanwalk Ter	22:36:43	22:37:34	22:40:04	00:03:21
2/15/2022	5200 BLK N Ocean Blvd	13:06:30	13:06:35	13:08:53	00:02:23
2/15/2022	1600 BLK S Ocean Blvd	20:32:42	20:33:48	20:37:04	00:04:22
2/15/2022	1800 BLK S Ocean Blvd	22:08:24	22:08:33	22:11:22	00:02:58
2/16/2022	4000 BLK N Ocean Dr	10:58:55	10:59:06	11:01:57	00:03:02
2/16/2022	200 BLK Washingtonia Ave	16:07:08	16:10:18	16:10:53	00:03:45
2/16/2022	100 BLK Commercial Blvd	19:04:53	19:05:22	19:06:21	00:01:28
2/16/2022	1900 BLK Coral Reef Dr	20:44:45	20:44:58	20:47:59	00:03:14
2/17/2022	5500 BLK N Ocean Blvd	08:51:55	08:52:27	08:55:26	00:03:31

2/17/2022	1600 BLK S Ocean Blvd	14:34:40	14:35:30	14:38:20	00:03:40
2/18/2022	200 BLK Commercial Blvd	11:55:29	11:58:26	11:59:03	00:03:34
2/18/2022	5400 BLK N Ocean Blvd	18:04:48	18:10:11	18:10:29	00:05:41
2/18/2022	4300 BLK El Mar Dr	20:23:13	20:24:31	20:25:31	00:02:18
2/19/2022	5400 BLK N Ocean Blvd	09:10:44	09:11:59	09:12:57	00:02:13
2/19/2022	1400 BLK S Ocean Blvd	11:39:17	11:39:38	11:42:32	00:03:15
2/19/2022	3900 BLK N Ocean Dr	19:03:48	19:05:48	19:07:21	00:03:33
2/20/2022	4100 BLK N Ocean Dr	19:05:51	19:06:35	19:09:43	00:03:52
2/21/2022	1400 BLK S Ocean Blvd	09:27:55	09:27:55	09:33:05	00:05:10
2/21/2022	4900 BLK N Ocean Blvd	16:03:47	16:03:51	16:06:11	00:02:24
2/21/2022	4200 BLK Seagrape Dr	16:48:34	16:48:39	16:53:36	00:05:02
2/21/2022	3900 BLK N Ocean Blvd	21:12:00	21:12:09	21:14:59	00:02:59
2/22/2022	1500 BLK S Ocean Blvd	13:18:32	13:18:34	13:22:03	00:03:31
2/22/2022	2000 BLK N Ocean Blvd	17:27:32	17:28:36	17:30:26	00:02:54
2/23/2022	200 BLK Marine Ct	16:49:53	16:49:59	16:51:39	00:01:46
2/24/2022	1800 BLK S Ocean Blvd	15:21:14	15:22:22	15:25:34	00:04:20
2/24/2022	4300 BLK Bougainvilla Dr	21:49:33	21:49:57	21:52:36	00:03:03
2/25/2022	1400 BLK S Ocean Blvd	07:12:59	07:13:51	07:16:01	00:03:02
2/25/2022	200 BLK Neptune Ave	11:13:10	11:13:21	11:15:53	00:02:43
2/25/2022	1300 BLK S Ocean Blvd	12:46:59	12:47:06	12:50:31	00:03:32
2/25/2022	4200 BLK El Mar Dr	15:12:31	15:12:50	15:15:08	00:02:37
2/25/2022	Commerical Blvd / El Mar Dr	18:01:32	18:02:17	18:04:41	00:03:09
2/26/2022	4600 BLK El Mar Dr	10:23:10	10:23:28	10:24:49	00:01:39
2/26/2022	1900 BLK S Ocean Blvd	11:12:18	11:12:43	11:13:01	00:00:43
2/26/2022	4400 BLK El Mar Dr	16:59:09	16:59:29	17:01:15	00:02:06
2/26/2022	4400 BLK W Tradewinds Ave	17:57:00	17:57:13	17:59:36	00:02:36
2/26/2022	Gatehouse Rd/N Ocean Dr	21:25:51	21:27:14	21:29:48	00:03:57
2/27/2022	4600 BLK El Mar Dr	01:02:06	01:04:05	01:06:21	00:04:15
2/27/2022	200 BLK Commercial Blvd	09:58:38	09:56:33	10:03:46	00:05:08
2/27/2022	2000 BLK S Ocean Blvd	19:13:19	19:14:49	19:18:33	00:05:14
2/27/2022	El Mar Dr / Hibiscus Ave	19:59:05	20:02:11	20:04:09	00:05:04
2/28/2022	4500 BLK El Mar Dr	14:46:39	14:47:02	14:48:32	00:01:53
2/28/2022	1900 BLK S Ocean Blvd	15:48:33	15:48:43	15:50:14	00:01:41
	6 Min or less	**100%**		**Average =**	**0:03:20**

Agenda Item No: 8.a

Town Commission Agenda Item Report

Meeting Date: March 22, 2022
Submitted by: Lucila Lang, Director of Finance & Budget
Submitting Department: Administration
Item Type: Report
Agenda Section: TOWN MANAGER REPORT

Subject Title: January 2022 Finance Report

Explanation: Presented is the January 2022 financial report which consists of the attached Revenue Expenditure Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). At the end of January, the Town was 33.33% through the fiscal year.

The following is a summary of the operating results through 1/31/22:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	$ 14,287,803.00	$ 1,688,752.00	$ 12,599,051.00	$ 8,943,360.71	**70.98%**	$ 4,111,288.96	**32.63%**	$ 4,832,071.75
Building Fund	$ 930,681.00	$ 105,998.00	$ 824,683.00	$ 346,379.66	**42.00%**	$ 190,832.07	**23.14%**	$ 155,547.59
Sewer Fund	$ 1,394,936.00	$ 200,281.00	$ 1,194,655.00	$ 422,426.18	**35.36%**	$ 296,800.70	**24.84%**	$ 125,625.48
Fire Fund	$ 1,964,755.00	$ 917,507.00	$ 1,047,248.00	$ 928,602.60	**88.67%**	$ 321,401.32	**30.69%**	$ 607,201.28
Capital Fund	$ 8,534,253.00	$ 5,214,847.00	$ 3,319,406.00	$ 2,081,485.73	**62.71%**	$ 2,272,997.14	**26.63%**	$ (191,511.41)
Parking Fund	$ 2,294,883.00		$ 2,294,883.00	$ 898,146.49	**39.14%**	$ 556,613.30	**24.25%**	$ 341,533.19
Grand Total	$ 29,407,311.00	$ 8,127,385.00	$ 21,279,926.00	$ 13,620,401.37		$ 7,749,933.49		$ 5,870,467.88

Notable items this month are as follows:

General Fund:

- During the month of January, the Town collected $327,741.55 in Ad Valorem Property Taxes which brings the Town to an 89.3% collection rate. This is consistent with the Town's expectation.
- Revenues overall are at a 62.6% collection rate which is consistent with this time of the fiscal year.
- Expenditures are within expectation at 28.9%.

Building Fund-102:

- Revenues are within expectations at 37.2%.
- Expenditures are below budgeted amounts due to the fact that CAP's January payment has not been processed.

Sewer Fund-103:

- Sewer revenues are within expectations.

- Expenditures for the Sewer Fund are within expectations for the month of January.

Fire Fund-115:

- During the month of January, the Town received $38,750.87 in Property Tax-Fire Assessment Fee revenues which are at 88.6% of the budgeted amount.
- Expenses show at 61.5%; this is due to the fact that a Purchase Order has been issued for a new Fire Truck.

Capital Projects Fund-300:

- Activity for capital projects for the month of January is listed below:

JANUARY, 2022 REPORT INFORMATION

CIP Projects	Budget	January Expenditures	YTD Expenditures	% Completion	Comments
A1A Hibiscus Crosswalk	$ 45,000.00	$ 1,616.75	$ 16,347.93	36.33%	Budget amendment processed to carryover unused funds in FY 21. Payment to Baxter & Woodman, Inc. for Field Review, Data Collection and FDOT Submittal Coordination.
Town Hall Complex	$ 321,755.00	$ -	$ -	0.00%	No activity for January.
Downtown Parking Reconfiguration	$ 350,000.00	$ -	$ 25,291.18	7.23%	No activity for January.
Bel Air-Seawall Repair East	$ 220,297.00	$ 1,187.88	$ 2,112.83	0.96%	Budget amendment processed to carryover unused funds in FY21. Payment to The Chappell Group, Inc. for the processing of permit applications.
Canal Dredging	$ 109,954.00	$ 13,867.59	$ 18,839.05	17.13%	Budget amendment processed to carryover unused funds in FY21. Payment to The Chappell Group, Inc. for processing permit applications and client meetings.
Storm Water Rate Study	$ 40,000.00	$ -	$ -	0.00%	No activity for January.
East Tradewinds Improvement	$ 50,000.00	$ -	$ -	0.00%	No activity for January.
Beach Renourishment	$ 54,518.00	$ 1,700.95	$ 19,292.32	35.39%	Budget amendment processed to carryover unused funds in FY21. Payment to Morratt & Nichol for professional services rendered/consultation meetings.
Pedestrian Amenities	$ 150,000.00	$ -	$ 2,034.35	1.36%	No activity for January.
Palm Club Sewer	$ 3,156,061.00	$ 352,357.91	$ 2,151,424.75	68.17%	Budget amendment processed to carryover unused funds in FY21. Payment to Baxter & Woodman, Inc. for construction administration/inspection, electrical engineering, to Town of LBTS CAP for permits, and to Man Con, Inc. for labor, services, and/or materials furnished for project.
Street Project-Codrington Drive	$ 1,254,359.00	$ 3,578.80	$ 22,581.02	1.80%	Budget amendment processed to carryover unused funds in FY21. Payment to Baxter & Woodman, Inc. for preliminary designs.
Street Project-Bougainvilla Poinciana	$ 240,000.00	$ -	$ -	0.00%	No activity for January.
Dog Park Pilot	$ 50,000.00	$ -	$ -	0.00%	No activity for January.
Greenway-El Mar Drive	$ 2,327,566.00	$ -	$ -	0.00%	No activity for January.
Totals:	$ 8,369,510.00	$ 374,309.88	$ 2,257,923.43		

Parking Fund-310:

- Parking revenues are at 39.1%, within expectations for the fourth month of the year.
- Expenditures are also within expectations.

In addition to the detailed information of parking revenues, the following chart shows the collection of parking fines:

Parking Fines	October 2021	November 2021	December 2021	January 2022	Total
	$ 2,377.50	$ 1,717.50	$ 15,280.00	$ 3,272.00	$ 22,647.00

*Note: In December, the Town received $14,280.00 from fines collected by Municipal Citation Parking; other fines are those collected by the Town.

Below is a breakdown of revenue by lots:

FY22	November, 2021		December, 2021		January, 2022	
	Revenue	$ (+/) from 11/20	Revenue	$ (+/) from 12/20	Revenue	$ (+/) from 01/21
South Ocean	$ 14,037.67	$ 6,475.73	$ 16,895.21	$ 8,223.81	$18,576.42	$ 7,258.14
Ocean Front Meters	$ 30,496.68	$ 10,082.49	$ 26,684.24	$ (484.37)	$33,965.08	$ 9,981.19
Commercial Blvd. Meters	$ 6,600.15	$ 329.07	$ 7,129.44	$ (1,810.28)	$ 6,680.97	$ (1,575.39)
Parking Meters-Beach	$ 13,251.26	$ (1,312.88)	$ 13,029.99	$ (5,008.94)	$14,444.94	$ (3,301.68)
Palm Portal-FDG	$ 4,604.05	$ 4,604.05	$ 6,993.37	$ 6,993.37	$ 7,033.52	$ 7,033.52
El Prado Parking Lot	$ 29,512.78	$ 9,155.12	$ 36,104.75	$ 5,699.72	$41,374.47	$ 10,217.17
Town Hall Parking Lot	$ 916.92	$ (438.12)	$ 1,479.97	$ 961.41	$ 1,727.58	$ 341.45
El Mar Parking Lot	$ 20,330.79	$ 6,512.15	$ 17,742.52	$ (1,647.57)	$23,657.92	$ 4,917.74
A1A Parking Lot	$ 36,206.45	$ 16,841.75	$ 40,347.80	$ 12,213.38	$47,276.14	$ 18,098.19
Bougainvilla/Poinciana	$ 11,474.18	$ 4,008.85	$ 13,219.25	$ 2,836.71	$13,854.39	$ 2,414.75
Eastward Strand Parking Spaces	$ -	$ (4,623.73)	$ -	$ (6,992.78)		$ (6,499.69)
Monthly Total:	$ 167,430.93		$ 179,626.54		$ 208,591.43	
Difference from last year $$:	$ 51,634.48		$ 20,984.46		$ 48,885.39	
	44.59%		*13.23%*		*30.61%*	

The top producing lots for January 2022 are:

- A1A Parking Lot
- El Prado Parking Lot
- Ocean Front Meters
- El Mar Parking Lot

Attachments:

Exhibit 1-Revenue/Expenditure Report
Exhibit 2-Cash & Investment Report

REVENUE/EXPENDITURE REPORT

Town of Lauderdale by the Sea

For the Period: 10/1/2021 to 1/31/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	1,688,752.00	1,688,752.00	0.00	0.00	0.00	1,688,752.00	0.0
Appropriated Fund Balance	1,688,752.00	1,688,752.00	0.00	0.00	0.00	1,688,752.00	0.0
Dept: 301.000 Ad Valorem Property Taxes							
311.100 Ad Valorem Property Taxes	8,996,323.00	8,996,323.00	8,037,290.61	327,741.55	0.00	959,032.39	89.3
Ad Valorem Property Taxes	8,996,323.00	8,996,323.00	8,037,290.61	327,741.55	0.00	959,032.39	89.3
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	897,700.00	897,700.00	219,049.27	63,636.46	0.00	678,650.73	24.4
311.440 Gas Utility Tax	18,000.00	18,000.00	3,554.95	1,853.16	0.00	14,445.05	19.7
314.300 Water Utility Tax	167,400.00	167,400.00	48,817.91	19,688.89	0.00	118,582.09	29.2
Utility Taxes	1,083,100.00	1,083,100.00	271,422.13	85,178.51	0.00	811,677.87	25.1
Dept: 301.600 Franchise Taxes							
313.100 Fl Power & Light Franchise	600,500.00	600,500.00	172,952.59	53,621.39	0.00	427,547.41	28.8
313.300 Waste Franchise Collection	171,000.00	171,000.00	7,672.63	0.00	0.00	163,327.37	4.5
313.301 Waste Franchise Adm-Fee	9,000.00	9,000.00	7,459.11	0.00	0.00	1,540.89	82.9
313.400 Gas Franchise	19,000.00	19,000.00	3,675.69	2,264.66	0.00	15,324.31	19.3
313.600 Towing Franchise Fees	700.00	700.00	0.00	0.00	0.00	700.00	0.0
Franchise Taxes	800,200.00	800,200.00	191,760.02	55,886.05	0.00	608,439.98	24.0
Dept: 302.000 Licenses & Permits							
321.100 Business License Taxes	86,000.00	86,000.00	70,780.83	2,899.56	0.00	15,219.17	82.3
321.110 Sidewalk Cafe ROW	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
322.150 Miscellaneous Permits	500.00	500.00	0.00	0.00	0.00	500.00	0.0
322.400 Sign Permits	3,000.00	3,000.00	80.00	50.00	0.00	2,920.00	2.7
Licenses & Permits	129,500.00	129,500.00	70,860.83	2,949.56	0.00	58,639.17	54.7
Dept: 303.000 Intergovernmental Revenues							
311.120 Municipal Revenue Sharing	169,000.00	169,000.00	55,862.12	13,965.53	0.00	113,137.88	33.1
311.150 Alcoholic Beverage License	16,700.00	16,700.00	97.89	0.00	0.00	16,602.11	0.6
311.180 Sales Tax	422,700.00	422,700.00	120,379.85	41,601.93	0.00	302,320.15	28.5
312.405 Local Op Gas Tax 1 - 6 cent	67,499.00	67,499.00	16,087.17	5,460.87	0.00	51,411.83	23.8
312.410 Local Op Gas Tax 1 - 5 cent	47,857.00	47,857.00	11,091.11	3,724.14	0.00	36,765.89	23.2
315.100 Communication Service Tax	321,000.00	321,000.00	80,846.98	26,072.39	0.00	240,153.02	25.2
334.910 BCC-Senior Center Grant	19,233.00	19,233.00	0.00	0.00	0.00	19,233.00	0.0
334.914 BCC-Transporation Grant	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
334.915 FDOT-Reimbursable Grant	18,606.00	18,606.00	0.00	0.00	0.00	18,606.00	0.0
334.932 DUNE MANAGEMENT GRANT	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Intergovernmental Revenues	1,262,595.00	1,262,595.00	284,365.12	90,824.86	0.00	978,229.88	22.5
Dept: 304.000 Charges for Services							
343.902 Site Plan Application Fees	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	0.0
347.500 Tennis - Shuffle Key	6,000.00	6,000.00	5,760.00	5,270.00	0.00	240.00	96.0
Charges for Services	7,650.00	7,650.00	5,760.00	5,270.00	0.00	1,890.00	75.3
Dept: 305.000 Fines & Forfeitures							
354.150 Fines,TrafficViolation,Citatio	32,000.00	32,000.00	5,131.66	1,625.38	0.00	26,868.34	16.0
354.160 Code Enforcement Fines	25,000.00	25,000.00	5,475.00	750.00	0.00	19,525.00	21.9
359.100 Other Fines & Alarms	3,000.00	3,000.00	1,500.00	0.00	0.00	1,500.00	50.0
Fines & Forfeitures	60,000.00	60,000.00	12,106.66	2,375.38	0.00	47,893.34	20.2
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	30,000.00	30,000.00	699.98	346.57	0.00	29,300.02	2.3
362.000 Rent/Lease Royalties	79,503.00	79,503.00	27,708.69	7,035.21	0.00	51,794.31	34.9
365.400 Recycling Revenue	0.00	0.00	731.71	0.00	0.00	-731.71	0.0
366.100 Donations	6,000.00	6,000.00	9,450.00	0.00	0.00	-3,450.00	157.5
369.100 Miscellaneous Revenues	75,000.00	75,000.00	21,336.97	9,191.22	0.00	53,663.03	28.4
369.200 Miscellaneous Applications	15,000.00	15,000.00	1,560.00	160.00	0.00	13,440.00	10.4

For the Period: 10/1/2021 to 1/31/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.201 Miscellaneous MerchandiseSales	0.00	0.00	134.00	25.00	0.00	-134.00	0.0
369.250 Recreational Activities Fee	1,430.00	1,430.00	390.00	280.00	0.00	1,040.00	27.3
369.500 Miscellaneous Lobbyist	250.00	250.00	200.00	0.00	0.00	50.00	80.0
369.901 Insurance Reimbursement	30,500.00	30,500.00	2,083.99	0.00	0.00	28,416.01	6.8
Miscellaneous Revenues	237,683.00	237,683.00	64,295.34	17,038.00	0.00	173,387.66	27.1
Dept: 581.100 Interfund Transfers							
380.115 Transfer from Fire - OH Costs	22,000.00	22,000.00	5,500.00	5,500.00	0.00	16,500.00	25.0
Interfund Transfers	22,000.00	22,000.00	5,500.00	5,500.00	0.00	16,500.00	25.0
Revenues	14,287,803.00	14,287,803.00	8,943,360.71	592,763.91	0.00	5,344,442.29	62.6
Expenditures							
Dept: 511.000 Commission							
500.110 Commission Salaries	68,415.00	68,415.00	20,317.55	5,012.06	0.00	48,097.45	29.7
500.210 Employer FICA Taxes	5,234.00	5,234.00	1,453.09	359.24	0.00	3,780.91	27.8
500.220 Retirement	35,179.00	35,179.00	7,870.09	3,865.78	0.00	27,308.91	22.4
500.230 Group Insurance	82,347.00	82,347.00	22,265.11	3,075.33	0.00	60,081.89	27.0
500.345 Contractual Services	4,500.00	4,500.00	975.00	187.50	0.00	3,525.00	21.7
500.510 Office Supplies	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.512 Elections	13,400.00	13,400.00	527.46	527.46	0.00	12,872.54	3.9
500.540 Dues & Subscriptions	2,700.00	2,700.00	350.00	0.00	0.00	2,350.00	13.0
500.545 Training	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.550 Operating Expenses	15,000.00	15,000.00	576.53	111.69	0.00	14,423.47	3.8
Commission	233,275.00	233,275.00	54,334.83	13,139.06	0.00	178,940.17	23.3
Dept: 511.100 Donation-Non Profits							
500.820 Donations-Aids to Private Org	63,259.00	63,259.00	4,000.00	0.00	0.00	59,259.00	6.3
Donation-Non Profits	63,259.00	63,259.00	4,000.00	0.00	0.00	59,259.00	6.3
Dept: 511.200 Visitor Center							
500.120 Regular Salaries	13,427.00	13,427.00	4,483.44	1,057.37	0.00	8,943.56	33.4
500.140 Overtime Salaries	1,500.00	1,500.00	250.21	73.77	0.00	1,249.79	16.7
500.210 Employer FICA Taxes	1,142.00	1,142.00	342.98	80.89	0.00	799.02	30.0
500.220 Retirement	1,453.00	1,453.00	448.35	105.74	0.00	1,004.65	30.9
500.230 Group Insurance	4,019.00	4,019.00	1,165.12	166.28	0.00	2,853.88	29.0
500.340 Sewer/Wastewater	3,300.00	3,300.00	1,078.52	314.17	0.00	2,221.48	32.7
500.430 Electric Service	1,600.00	1,600.00	274.85	100.61	0.00	1,325.15	17.2
500.431 Water Service	3,000.00	3,000.00	1,155.87	340.69	0.00	1,844.13	38.5
500.520 Bldg. Maintenance	10,000.00	10,000.00	662.50	662.50	0.00	9,337.50	6.6
500.550 Operating Expenses	10,000.00	10,000.00	85.65	0.00	0.00	9,914.35	0.9
500.553 Visitor Center Staff Salaries	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.0
Visitor Center	104,441.00	104,441.00	9,947.49	2,902.02	0.00	94,493.51	9.5
Dept: 513.000 Administration							
500.120 Regular Salaries	596,812.00	596,812.00	186,125.15	41,137.01	0.00	410,686.85	31.2
500.121 Temporary Salaries/ Interns	15,000.00	15,000.00	2,401.50	0.00	0.00	12,598.50	16.0
500.140 Overtime Salaries	2,500.00	2,500.00	151.23	0.00	0.00	2,348.77	6.0
500.210 Employer FICA Taxes	45,848.00	45,848.00	13,400.60	3,146.71	0.00	32,447.40	29.2
500.220 Retirement	101,767.00	101,767.00	22,952.47	13,530.18	0.00	78,814.53	22.6
500.230 Group Insurance	156,748.00	156,748.00	42,405.82	7,310.84	0.00	114,342.18	27.1
500.315 Professional Services	54,000.00	54,000.00	0.00	0.00	0.00	54,000.00	0.0
500.320 Audit Expense	38,000.00	38,000.00	1,000.00	0.00	0.00	37,000.00	2.6
500.344 HR Expenses	5,000.00	5,000.00	987.15	305.00	0.00	4,012.85	19.7
500.345 Contractual Services	45,840.00	45,840.00	9,277.24	2,630.32	0.00	36,562.76	20.2
500.463 Service Maintenance Contracts	21,300.00	21,300.00	14,032.90	4,689.07	0.00	7,267.10	65.9
500.506 Printing & Binding	3,500.00	3,500.00	55.00	0.00	0.00	3,445.00	1.6
500.508 Postage	4,500.00	4,500.00	3,171.89	1,000.00	0.00	1,328.11	70.5

For the Period: 10/1/2021 to 1/31/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 513.000 Administration							
500.510 Office Supplies	6,000.00	6,000.00	1,407.58	256.06	0.00	4,592.42	23.5
500.540 Dues & Subscriptions	7,795.00	7,795.00	2,757.75	0.00	0.00	5,037.25	35.4
500.545 Training	10,800.00	10,800.00	1,190.06	0.00	0.00	9,609.94	11.0
500.550 Operating Expenses	15,820.00	15,820.00	5,153.78	1,240.28	2,558.00	8,108.22	48.7
Administration	1,131,230.00	1,131,230.00	306,470.12	75,245.47	2,558.00	822,201.88	27.3
Dept: 514.000 Town Attorney							
500.310 Legal Expense	315,000.00	315,000.00	84,476.68	0.00	0.00	230,523.32	26.8
500.314 Litigation	105,000.00	105,000.00	187.79	0.00	0.00	104,812.21	0.2
500.319 Ethics Research, Training & Op	6,000.00	6,000.00	1,649.80	0.00	0.00	4,350.20	27.5
Town Attorney	426,000.00	426,000.00	86,314.27	0.00	0.00	339,685.73	20.3
Dept: 519.000 General							
500.120 Regular Salaries	162,750.00	162,750.00	48,000.09	11,923.10	0.00	114,749.91	29.5
500.210 Employer FICA Taxes	12,451.00	12,451.00	3,692.40	917.16	0.00	8,758.60	29.7
500.220 Retirement	17,610.00	17,610.00	3,934.74	1,935.12	0.00	13,675.26	22.3
500.230 Group Insurance	33,808.00	33,808.00	9,588.88	1,384.11	0.00	24,219.12	28.4
500.311 Advertisements	12,000.00	12,000.00	6,089.05	967.75	0.00	5,910.95	50.7
500.315 Professional Services	40,000.00	40,000.00	10,504.34	2,500.00	0.00	29,495.66	26.3
500.345 Contractual Services	40,200.00	40,200.00	8,322.56	0.00	0.00	31,877.44	20.7
500.349 Community Bus	160,216.00	160,216.00	37,777.64	9,089.52	0.00	122,438.36	23.6
500.451 Auto, Property & Liability Ins	134,800.00	134,800.00	64,718.50	0.00	0.00	70,081.50	48.0
500.452 Workers Compensation Insur	44,000.00	44,000.00	19,450.50	9,645.25	0.00	24,549.50	44.2
500.463 Service Maintenance Contracts	12,000.00	12,000.00	275.00	0.00	0.00	11,725.00	2.3
500.497 Contingency	100,000.00	100,000.00	1,200.84	0.00	0.00	98,799.16	1.2
500.506 Printing & Binding	18,500.00	18,500.00	5,411.00	0.00	0.00	13,089.00	29.2
500.508 Postage	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.511 Computer Expense	91,575.00	91,575.00	32,012.59	7,992.26	0.00	59,562.41	35.0
500.525 Uniform Expense	225.00	225.00	0.00	0.00	0.00	225.00	0.0
500.545 Training	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.550 Operating Expenses	23,000.00	23,000.00	17,490.89	650.00	0.00	5,509.11	76.0
500.552 Recycling and Solid Waste Exp	30,000.00	30,000.00	1,027.68	606.57	0.00	28,972.32	3.4
General	936,635.00	936,635.00	269,496.70	47,610.84	0.00	667,138.30	28.8
Dept: 519.100 Business Dev & Marketing							
500.311 Advertisements	34,700.00	34,700.00	2,940.00	0.00	0.00	31,760.00	8.5
500.315 Professional Services	91,500.00	91,500.00	10,838.48	3,462.47	0.00	80,661.52	11.8
500.345 Contractual Services	17,758.00	17,758.00	7,481.63	1,277.41	0.00	10,276.37	42.1
500.495 Special Events	9,400.00	9,400.00	3,991.30	1,166.70	0.00	5,408.70	42.5
500.506 Printing & Binding	15,275.00	15,275.00	0.00	0.00	0.00	15,275.00	0.0
500.540 Dues & Subscriptions	1,780.00	1,780.00	494.00	0.00	0.00	1,286.00	27.8
500.550 Operating Expenses	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Business Dev & Marketing	171,413.00	171,413.00	25,745.41	5,906.58	0.00	145,667.59	15.0
Dept: 521.000 Police Department							
500.141 BSO Overtime	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	0.0
500.345 Contractual Services	5,378,907.00	5,378,907.00	1,797,116.49	452,389.74	0.00	3,581,790.51	33.4
500.352 Contract Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.520 Bldg. Maintenance	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
500.550 Operating Expenses	5,000.00	5,000.00	1,036.98	0.00	0.00	3,963.02	20.7
500.640 Capital Outlay - Equipt & Mach	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	0.0
Police Department	5,472,607.00	5,472,607.00	1,798,153.47	452,389.74	0.00	3,674,453.53	32.9
Dept: 523.000 Emergency Medical Services							
500.345 Contractual Services	873,699.00	873,699.00	291,233.00	72,808.25	0.00	582,466.00	33.3
Emergency Medical Services	873,699.00	873,699.00	291,233.00	72,808.25	0.00	582,466.00	33.3
Dept: 524.000 Development Services							
500.120 Regular Salaries	272,842.00	272,842.00	53,224.94	12,974.76	0.00	219,617.06	19.5

For the Period: 10/1/2021 to 1/31/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 524.000 Development Services							
500.140 Overtime Salaries	5,000.00	5,000.00	41.85	1.62	0.00	4,958.15	0.8
500.210 Employer FICA Taxes	21,255.00	21,255.00	3,971.86	968.05	0.00	17,283.14	18.7
500.220 Retirement	61,131.00	61,131.00	10,300.71	5,036.20	0.00	50,830.29	16.9
500.230 Group Insurance	74,259.00	74,259.00	11,293.23	1,603.70	0.00	62,965.77	15.2
500.315 Professional Services	66,500.00	66,500.00	12,963.25	1,836.25	0.00	53,536.75	19.5
500.345 Contractual Services	319,574.00	319,574.00	103,971.40	23,152.17	0.00	215,602.60	32.5
500.461 Vehicle Maintenance	250.00	250.00	85.88	60.90	0.00	164.12	34.4
500.462 Fuel	500.00	500.00	124.42	39.92	0.00	375.58	24.9
500.463 Service Maintenance Contracts	6,600.00	6,600.00	2,832.80	301.60	0.00	3,767.20	42.9
500.506 Printing & Binding	1,300.00	1,300.00	1,920.86	303.72	0.00	-620.86	147.8
500.508 Postage	5,000.00	5,000.00	116.74	0.00	0.00	4,883.26	2.3
500.510 Office Supplies	2,500.00	2,500.00	411.99	411.99	0.00	2,088.01	16.5
500.525 Uniform Expense	600.00	600.00	0.00	0.00	0.00	600.00	0.0
500.540 Dues & Subscriptions	3,300.00	3,300.00	0.00	0.00	0.00	3,300.00	0.0
500.545 Training	4,500.00	4,500.00	59.00	0.00	0.00	4,441.00	1.3
500.550 Operating Expenses	9,000.00	9,000.00	687.15	229.70	0.00	8,312.85	7.6
500.640 Capital Outlay - Equipt & Mach	0.00	0.00	8,400.00	0.00	0.00	-8,400.00	0.0
Development Services	854,111.00	854,111.00	210,406.08	46,920.58	0.00	643,704.92	24.6
Dept: 541.100 Mun Srvcs - Public Works Div							
500.120 Regular Salaries	888,471.00	888,471.00	273,383.36	64,084.08	0.00	615,087.64	30.8
500.140 Overtime Salaries	50,000.00	50,000.00	10,226.41	1,711.39	0.00	39,773.59	20.5
500.210 Employer FICA Taxes	71,793.00	71,793.00	21,505.08	4,989.73	0.00	50,287.92	30.0
500.220 Retirement	112,979.00	112,979.00	26,888.59	15,218.31	0.00	86,090.41	23.8
500.230 Group Insurance	285,494.00	285,494.00	82,765.92	12,466.14	0.00	202,728.08	29.0
500.315 Professional Services	75,000.00	75,000.00	17,571.15	15,400.00	0.00	57,428.85	23.4
500.340 Sewer/Wastewater	14,000.00	14,000.00	2,892.63	845.80	0.00	11,107.37	20.7
500.345 Contractual Services	322,817.00	322,817.00	68,763.40	10,799.10	0.00	254,053.60	21.3
500.410 Communications	41,800.00	41,800.00	16,987.95	4,239.77	0.00	24,812.05	40.6
500.430 Electric Service	48,000.00	48,000.00	10,876.37	3,855.52	0.00	37,123.63	22.7
500.431 Water Service	160,000.00	160,000.00	51,182.01	13,493.97	0.00	108,817.99	32.0
500.433 Electic Service-Streets	62,500.00	62,500.00	17,158.15	4,955.77	0.00	45,341.85	27.5
500.445 Equip Rent/Lease	17,500.00	17,500.00	3,496.45	309.25	0.00	14,003.55	20.0
500.460 Equipment Maintenance	27,080.00	27,080.00	1,312.89	729.94	0.00	25,767.11	4.8
500.461 Vehicle Maintenance	14,000.00	14,000.00	5,578.49	4,328.64	0.00	8,421.51	39.8
500.462 Fuel	24,000.00	24,000.00	9,315.13	3,061.55	0.00	14,684.87	38.8
500.463 Service Maintenance Contracts	20,705.00	20,705.00	6,889.75	1,354.61	0.00	13,815.25	33.3
500.470 Radio Maintenance	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	0.0
500.498 Storm Drain Rehab/Maint	50,000.00	50,000.00	0.00	0.00	8,785.00	41,215.00	17.6
500.508 Postage	250.00	250.00	88.21	0.00	0.00	161.79	35.3
500.510 Office Supplies	1,750.00	1,750.00	0.00	0.00	0.00	1,750.00	0.0
500.520 Bldg. Maintenance	65,000.00	65,000.00	13,039.17	3,387.51	0.00	51,960.83	20.1
500.525 Uniform Expense	12,000.00	12,000.00	8,164.40	4,340.52	0.00	3,835.60	68.0
500.529 Street Light Maintenance	35,000.00	35,000.00	52,301.06	11,709.75	0.00	-17,301.06	149.4
500.530 Street Maint Repair Supply	85,000.00	85,000.00	4,064.89	1,516.77	0.00	80,935.11	4.8
500.531 Grounds Maint/Landscaping	50,000.00	50,000.00	9,610.02	5,195.80	0.00	40,389.98	19.2
500.532 Signs	12,500.00	12,500.00	1,033.29	0.00	0.00	11,466.71	8.3
500.534 Sidewalk Maint Repair	15,000.00	15,000.00	5,796.74	0.00	0.00	9,203.26	38.6
500.535 Flags	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
500.540 Dues & Subscriptions	2,285.00	2,285.00	910.00	0.00	0.00	1,375.00	39.8
500.545 Training	6,000.00	6,000.00	767.67	25.00	0.00	5,232.33	12.8
500.547 Hurricane Expenditure	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
500.550 Operating Expenses	70,000.00	70,000.00	18,375.96	3,926.58	4,126.60	47,497.44	32.1
500.624 Capital Outlay-Bldg. Improvemt	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.640 Capital Outlay - Equipt & Mach	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.644 Capital Outlay-Vehicles	39,263.00	39,263.00	15,425.14	8,459.22	0.00	23,837.86	39.3
Mun Srvcs - Public Works Div	2,761,087.00	2,761,087.00	756,370.28	200,404.72	12,911.60	1,991,805.12	27.9
Dept: 572.000 Recreation							

For the Period: 10/1/2021 to 1/31/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 572.000 Recreation							
500.311 Advertisements	1,800.00	1,800.00	810.73	0.00	0.00	989.27	45.0
500.342 Senior Rec. Ctr. Contract	94,834.00	94,834.00	30,670.31	7,411.82	0.00	64,163.69	32.3
500.343 Beach Maintenance Contract	264,000.00	264,000.00	82,000.00	20,500.00	0.00	182,000.00	31.1
500.345 Contractual Services	11,000.00	11,000.00	0.00	0.00	0.00	11,000.00	0.0
500.347 Programs	8,000.00	8,000.00	500.00	500.00	0.00	7,500.00	6.3
500.430 Electric Service	600.00	600.00	134.33	53.70	0.00	465.67	22.4
500.460 Equipment Maintenance	8,000.00	8,000.00	1,216.25	17.99	0.00	6,783.75	15.2
500.469 Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
500.495 Special Events	105,000.00	105,000.00	16,592.55	2,070.74	0.00	88,407.45	15.8
500.510 Office Supplies	650.00	650.00	576.58	0.00	0.00	73.42	88.7
500.520 Bldg. Maintenance	45,000.00	45,000.00	8,788.27	3,482.94	0.00	36,211.73	19.5
500.536 Sea Oats	12,000.00	12,000.00	800.00	0.00	0.00	11,200.00	6.7
500.550 Operating Expenses	112,000.00	112,000.00	14,972.79	746.82	0.00	97,027.21	13.4
500.640 Capital Outlay - Equipt & Mach	47,500.00	47,500.00	6,590.00	0.00	0.00	40,910.00	13.9
Recreation	719,384.00	719,384.00	163,651.81	34,784.01	0.00	555,732.19	22.7
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	540,662.00	540,662.00	135,165.50	135,165.50	0.00	405,496.50	25.0
Interfund Transfers	540,662.00	540,662.00	135,165.50	135,165.50	0.00	405,496.50	25.0
Expenditures	14,287,803.00	14,287,803.00	4,111,288.96	1,087,276.77	15,469.60	10,161,044.44	28.9
Net Effect for General Fund	0.00	0.00	4,832,071.75	-494,512.86	15,469.60	-4,816,602.15	0.0
Change in Fund Balance:			4,832,071.75				

For the Period: 10/1/2021 to 1/31/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - Special Revenue-Police Conf							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.100 Miscellaneous Revenues	0.00	0.00	52.31	0.00	0.00	-52.31	0.0
Miscellaneous Revenues	0.00	0.00	52.31	0.00	0.00	-52.31	0.0
Revenues	0.00	0.00	52.31	0.00	0.00	-52.31	0.0
Net Effect for Special Revenue-Police Conf	0.00	0.00	52.31	0.00	0.00	-52.31	0.0
Change in Fund Balance:			52.31				

For the Period: 10/1/2021 to 1/31/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 102 - Building Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	50,000.00	105,998.00	0.00	0.00	0.00	105,998.00	0.0
Appropriated Fund Balance	50,000.00	105,998.00	0.00	0.00	0.00	105,998.00	0.0
Dept: 302.100 Building Permit and Inpection							
322.100 Building Permits	808,183.00	808,183.00	339,866.49	129,040.94	0.00	468,316.51	42.1
322.105 Fire Plan Review Fees	16,500.00	16,500.00	6,513.17	1,287.17	0.00	9,986.83	39.5
Building Permit and Inpection	824,683.00	824,683.00	346,379.66	130,328.11	0.00	478,303.34	42.0
Revenues	874,683.00	930,681.00	346,379.66	130,328.11	0.00	584,301.34	37.2
Expenditures							
Dept: 524.100 Building							
500.120 Regular Salaries	80,642.00	80,642.00	20,057.60	4,966.96	0.00	60,584.40	24.9
500.210 Employer FICA Taxes	6,170.00	6,170.00	1,751.14	433.58	0.00	4,418.86	28.4
500.220 Retirement	15,802.00	15,802.00	2,275.28	566.05	0.00	13,526.72	14.4
500.230 Group Insurance	22,069.00	22,069.00	4,678.56	727.70	0.00	17,390.44	21.2
500.315 Professional Services	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.402 Building Permit Services	650,000.00	650,000.00	162,069.49	92,575.67	0.00	487,930.51	24.9
500.624 Capital Outlay-Bldg. Improvemt	0.00	55,998.00	0.00	0.00	0.00	55,998.00	0.0
Building	874,683.00	930,681.00	190,832.07	99,269.96	0.00	739,848.93	20.5
Expenditures	874,683.00	930,681.00	190,832.07	99,269.96	0.00	739,848.93	20.5
Net Effect for Building Fund	0.00	0.00	155,547.59	31,058.15	0.00	-155,547.59	0.0
Change in Fund Balance:			155,547.59				

For the Period: 10/1/2021 to 1/31/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 103 - Sewer Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	200,281.00	200,281.00	0.00	0.00	0.00	200,281.00	0.0
Appropriated Fund Balance	200,281.00	200,281.00	0.00	0.00	0.00	200,281.00	0.0
Dept: 304.000 Charges for Services							
343.500 Sewer Fees	1,193,155.00	1,193,155.00	422,367.76	228,669.41	0.00	770,787.24	35.4
Charges for Services	1,193,155.00	1,193,155.00	422,367.76	228,669.41	0.00	770,787.24	35.4
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,500.00	1,500.00	58.42	20.14	0.00	1,441.58	3.9
Miscellaneous Revenues	1,500.00	1,500.00	58.42	20.14	0.00	1,441.58	3.9
Revenues	1,394,936.00	1,394,936.00	422,426.18	228,689.55	0.00	972,509.82	30.3
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	58,968.00	58,968.00	24,742.52	6,296.24	0.00	34,225.48	42.0
500.140 Overtime Salaries	5,250.00	5,250.00	1,873.43	563.10	0.00	3,376.57	35.7
500.210 Employer FICA Taxes	4,913.00	4,913.00	2,026.33	521.97	0.00	2,886.67	41.2
500.220 Retirement	10,422.00	10,422.00	3,965.88	999.57	0.00	6,456.12	38.1
500.230 Group Insurance	8,773.00	8,773.00	2,275.00	386.23	0.00	6,498.00	25.9
500.315 Professional Services	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.340 Sewer/Wastewater	800,000.00	800,000.00	247,923.56	57,771.12	0.00	552,076.44	31.0
500.345 Contractual Services	18,000.00	18,000.00	6,105.56	3,052.78	0.00	11,894.44	33.9
500.430 Electric Service	24,000.00	24,000.00	4,559.06	1,794.97	0.00	19,440.94	19.0
500.431 Water Service	360.00	360.00	70.27	19.90	0.00	289.73	19.5
500.459 Sewer Line Maintenance	280,000.00	280,000.00	3,200.00	3,200.00	0.00	276,800.00	1.1
500.465 Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.497 Contingency	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.506 Printing & Binding	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.550 Operating Expenses	2,250.00	2,250.00	59.09	0.00	0.00	2,190.91	2.6
500.630 Cap Outlay Imp other than bldg	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	0.0
Sanitary Sewers	1,394,936.00	1,394,936.00	296,800.70	74,605.88	0.00	1,098,135.30	21.3
Expenditures	1,394,936.00	1,394,936.00	296,800.70	74,605.88	0.00	1,098,135.30	21.3
Net Effect for Sewer Fund	0.00	0.00	125,625.48	154,083.67	0.00	-125,625.48	0.0
Change in Fund Balance:			125,625.48				

For the Period: 10/1/2021 to 1/31/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 115 - Fire Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.203 Appropriation from Fire Fund	898,507.00	917,507.00	0.00	0.00	0.00	917,507.00	0.0
Appropriated Fund Balance	898,507.00	917,507.00	0.00	0.00	0.00	917,507.00	0.0
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	1,012,348.00	1,012,348.00	896,993.99	38,750.87	0.00	115,354.01	88.6
Fire Assessment	1,012,348.00	1,012,348.00	896,993.99	38,750.87	0.00	115,354.01	88.6
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	33,900.00	33,900.00	31,546.74	1,109.00	0.00	2,353.26	93.1
Charges for Services	33,900.00	33,900.00	31,546.74	1,109.00	0.00	2,353.26	93.1
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,000.00	1,000.00	61.87	25.48	0.00	938.13	6.2
Miscellaneous Revenues	1,000.00	1,000.00	61.87	25.48	0.00	938.13	6.2
Revenues	1,945,755.00	1,964,755.00	928,602.60	39,885.35	0.00	1,036,152.40	47.3
Expenditures							
Dept: 522.000 Fire Department							
500.151 Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.315 Professional Services	69,500.00	69,500.00	8,668.00	3,078.00	0.00	60,832.00	12.5
500.320 Audit Expense	8,400.00	8,400.00	0.00	0.00	0.00	8,400.00	0.0
500.345 Contractual Services	919,855.00	919,855.00	306,618.32	76,654.58	0.00	613,236.68	33.3
500.520 Bldg. Maintenance	2,000.00	2,000.00	615.00	525.00	0.00	1,385.00	30.8
500.644 Capital Outlay-Vehicles	918,000.00	937,000.00	0.00	0.00	887,740.00	49,260.00	94.7
500.912 Transfer to General Fund	22,000.00	22,000.00	5,500.00	5,500.00	0.00	16,500.00	25.0
Fire Department	1,945,755.00	1,964,755.00	321,401.32	85,757.58	887,740.00	755,613.68	61.5
Expenditures	1,945,755.00	1,964,755.00	321,401.32	85,757.58	887,740.00	755,613.68	61.5
Net Effect for Fire Fund	0.00	0.00	607,201.28	-45,872.23	887,740.00	280,538.72	0.0
Change in Fund Balance:			607,201.28				

For the Period: 10/1/2021 to 1/31/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	406,337.00	2,887,281.00	0.00	0.00	0.00	2,887,281.00	0.0
380.204 Appropriated from El Mar Reser	677,566.00	677,566.00	0.00	0.00	0.00	677,566.00	0.0
380.211 Appropriated El Mar Res.FDG Fi	1,650,000.00	1,650,000.00	0.00	0.00	0.00	1,650,000.00	0.0
Appropriated Fund Balance	2,733,903.00	5,214,847.00	0.00	0.00	0.00	5,214,847.00	0.0
Dept: 303.000 Intergovernmental Revenues							
334.931 American Rescue Plan Act Grant	1,668,844.00	1,668,844.00	1,668,844.00	0.00	0.00	0.00	100.0
Intergovernmental Revenues	1,668,844.00	1,668,844.00	1,668,844.00	0.00	0.00	0.00	100.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	600.00	600.00	151.23	64.23	0.00	448.77	25.2
Miscellaneous Revenues	600.00	600.00	151.23	64.23	0.00	448.77	25.2
Dept: 581.100 Interfund Transfers							
381.105 Transfer from General Fund	540,662.00	540,662.00	135,165.50	135,165.50	0.00	405,496.50	25.0
381.106 Transfer from Parking Fund	1,109,300.00	1,109,300.00	277,325.00	277,325.00	0.00	831,975.00	25.0
Interfund Transfers	1,649,962.00	1,649,962.00	412,490.50	412,490.50	0.00	1,237,471.50	25.0
Revenues	6,053,309.00	8,534,253.00	2,081,485.73	412,554.73	0.00	6,452,767.27	24.4
Expenditures							
Dept: 519.000 General							
500.120 Regular Salaries	24,591.00	24,591.00	9,028.96	2,284.61	0.00	15,562.04	36.7
500.210 Employer FICA Taxes	1,882.00	1,882.00	690.71	174.77	0.00	1,191.29	36.7
500.220 Retirement	7,134.00	7,134.00	3,196.00	692.02	0.00	3,938.00	44.8
500.230 Group Insurance	6,136.00	6,136.00	1,770.04	324.15	0.00	4,365.96	28.8
500.640 Capital Outlay - Equipt & Mach	125,000.00	125,000.00	388.00	388.00	113,199.00	11,413.00	90.9
General	164,743.00	164,743.00	15,073.71	3,863.55	113,199.00	36,470.29	77.9
Dept: 519.155 A1A Hibiscus Crosswalk							
500.630 Cap Outlay Imp other than bldg	0.00	45,000.00	16,347.93	1,616.75	4,495.00	24,157.07	46.3
A1A Hibiscus Crosswalk	0.00	45,000.00	16,347.93	1,616.75	4,495.00	24,157.07	46.3
Dept: 519.162 Town Hall Complex							
500.624 Capital Outlay-Bldg. Improvemt	251,000.00	321,755.00	0.00	0.00	306,998.00	14,757.00	95.4
Town Hall Complex	251,000.00	321,755.00	0.00	0.00	306,998.00	14,757.00	95.4
Dept: 545.100 Downtown Parking Reconfigurati							
500.630 Cap Outlay Imp other than bldg	350,000.00	350,000.00	25,291.18	0.00	0.00	324,708.82	7.2
Downtown Parking Reconfigurati	350,000.00	350,000.00	25,291.18	0.00	0.00	324,708.82	7.2
Dept: 559.025 Bel Air -Seawall Repair- East							
500.630 Cap Outlay Imp other than bldg	0.00	220,297.00	2,112.83	1,187.88	0.00	218,184.17	1.0
Bel Air -Seawall Repair- East	0.00	220,297.00	2,112.83	1,187.88	0.00	218,184.17	1.0
Dept: 559.026 Canal Dredging							
500.630 Cap Outlay Imp other than bldg	70,000.00	109,954.00	18,839.05	13,867.59	0.00	91,114.95	17.1
Canal Dredging	70,000.00	109,954.00	18,839.05	13,867.59	0.00	91,114.95	17.1
Dept: 559.027 Storm Water Rate Study							
500.630 Cap Outlay Imp other than bldg	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Storm Water Rate Study	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Dept: 559.028 East Tradewinds Improvement							
500.630 Cap Outlay Imp other than bldg	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
East Tradewinds Improvement	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0

For the Period: 10/1/2021 to 1/31/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Expenditures							
Dept: 572.200 Beach Renourishment							
500.630 Cap Outlay Imp other than bldg	0.00	54,518.00	19,292.32	1,700.95	0.00	35,225.68	35.4
Beach Renourishment	0.00	54,518.00	19,292.32	1,700.95	0.00	35,225.68	35.4
Dept: 575.201 Pedestrian Amenities							
500.630 Cap Outlay Imp other than bldg	150,000.00	150,000.00	2,034.35	0.00	0.00	147,965.65	1.4
Pedestrian Amenities	150,000.00	150,000.00	2,034.35	0.00	0.00	147,965.65	1.4
Dept: 576.129 Palm Club Sewer							
500.630 Cap Outlay Imp other than bldg	1,450,000.00	3,156,061.00	2,151,424.75	352,357.91	0.00	1,004,636.25	68.2
Palm Club Sewer	1,450,000.00	3,156,061.00	2,151,424.75	352,357.91	0.00	1,004,636.25	68.2
Dept: 576.135 Street Project Codrington Driv							
500.629 Capital Outlay - Design/Permit	0.00	0.00	19,466.80	3,578.80	0.00	-19,466.80	0.0
500.630 Cap Outlay Imp other than bldg	1,150,000.00	1,254,359.00	3,114.22	0.00	0.00	1,251,244.78	0.2
Street Project Codrington Driv	1,150,000.00	1,254,359.00	22,581.02	3,578.80	0.00	1,231,777.98	1.8
Dept: 576.136 Street Proj.Bougain.Poinciana							
500.630 Cap Outlay Imp other than bldg	0.00	240,000.00	0.00	0.00	0.00	240,000.00	0.0
Street Proj.Bougain.Poinciana	0.00	240,000.00	0.00	0.00	0.00	240,000.00	0.0
Dept: 577.101 Dog Park Pilot							
500.630 Cap Outlay Imp other than bldg	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dog Park Pilot	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dept: 579.169 Greenway- El Mar Drive							
500.630 Cap Outlay Imp other than bldg	2,327,566.00	2,327,566.00	0.00	0.00	0.00	2,327,566.00	0.0
Greenway- El Mar Drive	2,327,566.00	2,327,566.00	0.00	0.00	0.00	2,327,566.00	0.0
Expenditures	6,053,309.00	8,534,253.00	2,272,997.14	378,173.43	424,692.00	5,836,563.86	31.6
Net Effect for Capital Project Fund	0.00	0.00	-191,511.41	34,381.30	424,692.00	616,203.41	0.0
Change in Fund Balance:			-191,511.41				

For the Period: 10/1/2021 to 1/31/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Revenues							
Dept: 302.000 Licenses & Permits							
313.101 PILOP Fee	18,300.00	18,300.00	0.00	0.00	0.00	18,300.00	0.0
Licenses & Permits	18,300.00	18,300.00	0.00	0.00	0.00	18,300.00	0.0
Dept: 304.000 Charges for Services							
344.500 Parking Permits	130,000.00	130,000.00	75,695.89	11,135.00	0.00	54,304.11	58.2
344.520 Parking Agreements	65,331.00	65,331.00	78,913.00	78,913.00	0.00	-13,582.00	120.8
344.551 South Ocean	185,000.00	185,000.00	62,634.60	18,576.42	0.00	122,365.40	33.9
344.552 Ocean Front Meters	290,000.00	290,000.00	117,764.70	33,965.08	0.00	172,235.30	40.6
344.553 Commmercial Blvd. Meters	60,000.00	60,000.00	25,556.51	6,680.97	0.00	34,443.49	42.6
344.554 Parking Meters - Beach	200,000.00	200,000.00	54,294.49	14,444.94	0.00	145,705.51	27.1
344.555 Palm Portal- FDG	70,252.00	70,252.00	24,262.56	7,033.52	0.00	45,989.44	34.5
344.556 El Prado Parking Lot	400,000.00	400,000.00	138,551.20	41,374.47	0.00	261,448.80	34.6
344.558 Town Hall Parking Lot	25,000.00	25,000.00	6,174.13	1,727.58	0.00	18,825.87	24.7
344.559 El Mar Parking Lot	200,000.00	200,000.00	80,102.08	23,657.92	0.00	119,897.92	40.1
344.560 A1A Parking Lot	400,000.00	400,000.00	161,231.81	47,276.14	0.00	238,768.19	40.3
344.563 Bougainvilla/ Poinciana	125,000.00	125,000.00	50,056.96	13,854.39	0.00	74,943.04	40.0
Charges for Services	2,150,583.00	2,150,583.00	875,237.93	298,639.43	0.00	1,275,345.07	40.7
Dept: 305.000 Fines & Forfeitures							
354.100 Parking Fines	125,000.00	125,000.00	22,647.00	3,272.00	0.00	102,353.00	18.1
Fines & Forfeitures	125,000.00	125,000.00	22,647.00	3,272.00	0.00	102,353.00	18.1
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,000.00	1,000.00	261.56	90.99	0.00	738.44	26.2
Miscellaneous Revenues	1,000.00	1,000.00	261.56	90.99	0.00	738.44	26.2
Revenues	2,294,883.00	2,294,883.00	898,146.49	302,002.42	0.00	1,396,736.51	39.1
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	190,793.00	190,793.00	60,972.45	15,168.77	0.00	129,820.55	32.0
500.140 Overtime Salaries	3,300.00	3,300.00	1,135.68	256.59	0.00	2,164.32	34.4
500.210 Employer FICA Taxes	14,848.00	14,848.00	3,843.30	952.66	0.00	11,004.70	25.9
500.220 Retirement	32,048.00	32,048.00	7,437.97	2,693.22	0.00	24,610.03	23.2
500.230 Group Insurance	68,531.00	68,531.00	10,802.96	2,641.07	0.00	57,728.04	15.8
500.345 Contractual Services	350,818.00	350,818.00	67,921.49	12,442.13	0.00	282,896.51	19.4
500.353 Parking Alternatives	294,000.00	294,000.00	73,549.23	30,831.74	0.00	220,450.77	25.0
500.410 Communications	2,400.00	2,400.00	295.11	103.85	0.00	2,104.89	12.3
500.430 Electric Service	5,280.00	5,280.00	1,539.21	636.85	0.00	3,740.79	29.2
500.431 Water Service	23,004.00	23,004.00	6,302.83	1,852.68	0.00	16,701.17	27.4
500.445 Equip Rent/Lease	0.00	0.00	3,193.44	798.36	0.00	-3,193.44	0.0
500.461 Vehicle Maintenance	5,000.00	5,000.00	566.04	0.00	0.00	4,433.96	11.3
500.462 Fuel	10,000.00	10,000.00	2,225.00	500.33	0.00	7,775.00	22.3
500.463 Service Maintenance Contracts	30,200.00	30,200.00	22,770.00	0.00	0.00	7,430.00	75.4
500.497 Contingency	10,000.00	7,310.00	0.00	0.00	0.00	7,310.00	0.0
500.506 Printing & Binding	7,900.00	7,900.00	136.82	0.00	0.00	7,763.18	1.7
500.508 Postage	2,000.00	2,000.00	418.41	73.19	0.00	1,581.59	20.9
500.510 Office Supplies	1,000.00	1,000.00	148.64	0.00	0.00	851.36	14.9
500.525 Uniform Expense	3,000.00	3,000.00	712.10	267.19	0.00	2,287.90	23.7
500.532 Signs	10,000.00	10,000.00	4,057.90	493.00	0.00	5,942.10	40.6
500.533 Parking Meter Parts-Supplies	30,750.00	30,750.00	0.00	0.00	0.00	30,750.00	0.0
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	26,610.00	26,610.00	11,259.72	2,759.41	0.00	15,350.28	42.3
500.629 Capital Outlay - Design/Permit	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.630 Cap Outlay Imp other than bldg	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.640 Capital Outlay - Equipt & Mach	0.00	46,790.00	0.00	0.00	30,189.15	16,600.85	64.5
500.644 Capital Outlay-Vehicles	58,101.00	14,001.00	0.00	0.00	0.00	14,001.00	0.0

For the Period: 10/1/2021 to 1/31/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Expenditures							
Parking Operations	1,185,583.00	1,185,583.00	279,288.30	72,471.04	30,189.15	876,105.55	26.1
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	1,109,300.00	1,109,300.00	277,325.00	277,325.00	0.00	831,975.00	25.0
Interfund Transfers	1,109,300.00	1,109,300.00	277,325.00	277,325.00	0.00	831,975.00	25.0
Expenditures	2,294,883.00	2,294,883.00	556,613.30	349,796.04	30,189.15	1,708,080.55	25.6
Net Effect for Parking Fund	0.00	0.00	341,533.19	-47,793.62	30,189.15	-311,344.04	0.0
Change in Fund Balance:			341,533.19				
Grand Total Net Effect:	0.00	0.00	5,870,520.19	-368,655.59	1,358,090.75	-4,512,429.44	

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of January 31,
2022

EXHIBIT 2

GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 1/31/2022	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
		001 General Fund:						
101.000	8015	Master Account	Advantage NOW	SunTrust	10,821,466.29	0.02%	171.18	454.30
101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.02%	Included Above	Included Above
		GENERAL FUND	BANK SUBTOTAL		13,321,466.29		171.18	454.30
101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	174,081.97	0.14%	21.25	68.91
101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	84,458.12	0.14%	10.30	33.44
		GENERAL FUND	SBA SUBTOTAL		258,540.09		31.55	102.35
		GENERAL FUND	GRAND TOTAL		13,580,006.38		202.73	556.65
		101 Police Forfeiture & Training						
101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	14,421.74	0.02%	Included Above	Included Above
		POLICE FUND	TOTAL		14,421.74		**0.00**	0.00
		103 Sewer Enterprise Fund						
101.105	9999	Cash	Advantage NOW	SunTrust	1,591,337.30	0.02%	20.14	58.42
		SEWER FUND	TOTAL		1,591,337.30		20.14	58.42
		115 Fire Fund:						
101.109	5379	Fire Fund Account	Advantage NOW		2,199,165.37	0.02%	25.48	61.87
		FIRE FUND	GRAND TOTAL		2,199,165.37		25.48	61.87
		300 Capital Improvement Fund:						
101.115	0010	Cash	Advantage NOW	SunTrust	3,631,397.67	0.02%	64.23	151.23
		CAPITAL IMPROVEMENT FUND	TOTAL		3,631,397.67		64.23	151.23
		310 Parking Improvement Fund						
101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	7,335,906.29	0.02%	90.41	259.88
101.128	8554	PILOP Account	Advantage NOW	SunTrust	47,621.00	0.02%	0.58	1.68
		PARKING FUND	TOTAL		7,383,527.29		90.99	261.56
		102 Building Fund						
101.104	8686	Building Account	Advantage NOW	SunTrust	323,602.72	0.02%	4.58	11.57
		BUILDING FUND	TOTAL		323,602.72		4.58	11.57
		ALL FUNDS	GRAND TOTAL		28,723,458.47		408.15	1,101.30

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of January 31,
2022

Summary by Investment Type	Amount	Percent
Interest Bearing Checking	28,464,918.38	99%
Non-interest Bearing Checking	0.00	0%
SBA Trust Fund/Pools	258,540.09	1%
Repurchase Agreements	0.00	0%
Money Market Funds	0.00	0%
U.S. Securities/Treasuries	0.00	0%
U.S. Federal Agencies	0.00	0%
Federal Instrumentalities	0.00	0%
GRAND TOTAL	28,723,458.47	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	13,580,006.38	47%
	Police Fund	14,421.74	0%
	Sewer Fund	1,591,337.30	6%
	Fire Fund	2,199,165.37	8%
	Building Fund	323,602.72	1%
	Capital Improvement Fund	3,631,397.67	13%
	Parking Fund	7,383,527.29	26%
	GRAND TOTAL	28,723,458.47	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	28,464,918.38	99%
	Florida Prime/State Board of Admin.	258,540.09	1%
	GRAND TOTAL	28,723,458.47	100%

Reconciliation	DO NOT INCLUDE WITH MONTHLY REPORT	
Line Item Total		28,723,458.47
Investment Type Total		28,723,458.47
Fund Total		28,723,458.47
Bank Total		28,723,458.47

Compliance Audit

Town Commission Agenda Item Report

Meeting Date: March 22, 2022
Submitted By: Linda Connors, Town Manager
Submitting Department: Administration
Item Type: Reports
Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report for March 22, 2022

Explanation: Following is the Town Manager's report for March 22, 2022.

1. Downtown Tents

Last Saturday, Public Works staff removed the tents in the downtown parking areas to protect them from blowing away and from potential damage due to the severe winds we were experiencing. Public Works staff documented the tent's condition when they being removed. It has become evident that they are not withstanding the weather well and are not being properly maintained. As you know, the Town experienced blustery winds all last week and I made the difficult decision to not return the tents. In lieu of the tents, I recommended that the businesses expand their umbrellas into the sidewalk café area. Businesses will be better able to monitor these fixtures and will be able to easily remove them without staff assistance if the weather is uncooperative.

2. Citizen Participation Meeting – 4229 North Ocean Drive, Horizon by the Sea

On Tuesday, March 15, 2022, at 6:30pm, a citizen participation meeting was held in Jarvis Hall. The applicants and their representatives were present, as well as Town staff. The meeting was held to discuss a site plan modification request to legalize 10 hotel units. Two people attended the meeting – one represented a direct abutter to the project seeking additional information on the proposed changes to the subject property. The other attended to observe the citizen participation process. The presentation of the project and response to questions on the project and the review process was completed at approximately 6:45pm. The applicant and Staff remained in the room until 7:00pm, but no other members of the public came. The meeting was closed at 7:00pm.

3. Town Code Regarding Docks on Intracoastal.

At the last Town Commission meeting a variance request was approved to extend a dock beyond the maximum eight-foot allowance per Town Code. Since that time, several Commissioners have inquired about the possibility of a code amendment to allow docks along the intracoastal to extend more than 8 feet from the property line.

Initially, the code provision was written with the intent of addressing the Town's interior canal system where the majority of canals do not exceed 100 feet in width. However, the Intracoastal Waterway is approximately 300 feet in width and can support much wider docks. Staff has

reviewed the code provisions of neighboring communities and has found that many communities allow a maximum width of 10' from the property line for Intracoastal Waterway docks.

Commission Action Required: Staff is seeking direction to process a code amendment for Intracoastal Waterway docks.

4. Commercial Vessels

Recently, the Town's Code Compliance Office has received complaints of commercial vessels being moored at residential properties. The Town's code does not explicitly prohibit such activity. The code currently limits the Town Manager to prohibit the size and length if the public safety is affected.

Commission Action Required: Staff is seeking directive as to whether we should proceed with an Ordinance which would prohibit commercial vessels moored at residential docks.

5. Farmer's Market Research

The Town has been contracting with Farmers Markets of South Florida to provide a Farmer's Market in LBTS for nine years. Last year, the Commission extended the expired license agreement for one additional year with the thought that Staff would initiate a review of other local Farmer's Markets to identify additional opportunities that the Town may have. Staff has comprised the attached list **(Exhibit 1)** and will be visiting and evaluating these Farmer's Markets. This will give staff the opportunity to compare and review with our existing agreement and our plans for the future. I've attached the list in the event that you would like to also visit them.

6. Codrington Drive Update

We were notified by Ericks Consultant, the Town's Lobbyist, that the House and the Senate have agreed to provide funding for the Town's Codrington Drive project in the amount of $511,571. Staff has been working with Ericks Consultants to lobby the Governor to support the appropriation in hopes that he does not veto the appropriation.

We also are continuing to move forward with the design of the drainage project. Staff is currently reviewing Baxter & Woodman's 75% design draft along with the Town Engineer. These comments will be given to Baxter & Woodman for any needed modifications. Once any plan modifications have been made, the final survey work/soil borings will be completed and then the necessary easement documentation will be prepared for execution. Upon completion of these tasks, a resident meeting will be held to inform the residents of a more detailed design concept (the first resident meeting was held at 25% design). Currently we anticipate this meeting to take place in late April or early May.

7. Pompano Piranhas Swimming Event

Pompano Piranhas Swim Club is planning a Championship Swim Meet on Saturday, April 16 starting at the beach East of El Prado Park, and they will swim North to the Pompano Pier. This event is not open to the public, and therefore Staff administratively approved a Park Use Permit for their event.

8. New Generator

The new generator has been installed on the Town Hall Campus which will provide power to the Town Hall Administration Building and the Public Works facility. Previously the Public Works facility was not powered by an onsite generator. The old landscaping has been removed and will be replaced by Podocarpus which is the same plant used to provide a landscape barrier to

the other generators located north of Jarvis Hall and the Fire Station. This project was originally budgeted in FY22- 001.541.100-500.624 Capital Outlay-Building Improvement and is part of our hurricane recovery and inclement weather.

9. Surtax

Broward Municipalities have been experiencing challenges with the County's Surtax Program. Some of those challenges have to do with the fact that County Attorneys are narrowing the scope of eligible projects. At this time, stand alone projects that are not linked to roadway projects are not eligible for Surtax funding. Examples of ineligible projects are stand-alone sidewalks, bike lane/path, multi-use path, ADA, lighting, landscaping, brick pavers.

As members of the Broward County City Managers Association Surtax Subcommittee, Neysa Herrera, Assistant to the Town Manager, and I, have been working with other municipalities to build the consensus necessary to adopt a third amendment to the ILA. This action would resolve the current backlog and be more inclusive of projects from small municipalities on the east side of the County to the benefit of Broward County residents. In the meantime, Town staff continues to work with the County to explore opportunities to fund Town CIP projects with Surtax money. The application period to submit new Municipal Capital Projects (MCPs) is now open through April 8, 2022.

10. Visitor Center Volunteers

Volunteers have always been at the heart of the Visitor Center and the Town has been fortunate to have a great group of residents that have offered their time and talent to ensure that the Visitor Center is staffed and open for the public.

This past year, some of our volunteers have retired or some go north for the summer, so we are always in need of more residents to volunteer to help guests at the Visitor Center and in the Town. Town staff has developed a new Volunteer Application **(Exhibit 2)** so that we can be more organized and coordinated when developing our new Volunteer Program. The application is on the lbts-fl.gov website, and we will be utilizing this form to formalize the volunteer program and ensure that the residents and the Town are protected.

Attachments:

1. Area Farmer's Markets
2. Volunteer Application

Farmers/Artists Markets			
City	**Farmers or Other Market Name**	**Day**	**Time**
Pompano Beach	Green Market Pompano Beach	2nd & 4th Sat.	9A - 2P
Wilton Manors	Green Market	Sat. & Sun.	9A - 2P
Coconut Creek	Coconut Creek Farmer's Market	1st & 3rd Sat.	9A - 2P
Parkland	Parkland Farmers Market	1st & 3rd Sun.	9A - 1P
Fort Lauderdale Historical Society	New River Open Air Market	Sun.	9A - 4P
Fort Lauderdale Snyder Park	Heal the Planet Farmers Market	1st & 3rd Sat.	9A - 2P
Fort Lauderdale DeMurs	DeMurs Farmers Table	Sat.	8A - 2P
Delray	Delray Green Market	Sat.	9A - 2P
Boca	Boca Green Market	Temp Closed	8A - 1P
Boca Raton	Mizner Green Market	Sun.	10A - 5P
Lake Worth	Oceanside Farmers Market	Sat.	9A - 1P
Las Olas	Oceanside Park Farmers & Artisan	Sat, 2nd Sun	9A - 4P
West Palm Beach	West Palm Beach GreenMarket	Sat.	9A - 1P
Comm. Farmers Markets of So FL	https://www.farmersmarketfl.com		
Plantation		Sat.	8A - 2P
Tamarac		Sun.	9A - 2P
Broward Health Imp Pt		Thur.	11A - 6P
Pompano		Tues.	10A - 3P
LBTS		Sun.	9A - 2P

Application for

Town of Lauderdale-By-The-Sea Volunteer

4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308
954-640-4200

Please note that all information provided becomes public record upon receipt, unless otherwise exempted per F.S. 119.

Thank you for your interest to volunteer your time and talent to make Lauderdale-By-The-Sea the hometown we all want to live, work, play in.

Name: _____

Address: _____

Home phone: _____ Cell phone: _____

E-mail address: _____

Current (or former) Occupation: _____

What types of activities would you like to volunteer for? Check all that apply.

☐ Visitor Center Host ☐ Clerical Support ☐ Special Events ☐ Light Landscaping ☐ Special Projects

Let us know the best day(s) and time(s) you are available to volunteer:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning							
Afternoon							
Evening							

Please provide information about your volunteer experience. _____

_____

Please provide two references:

1. _____
   (Name) (Phone Number) (Relationship)
2. _____
   (Name) (Phone Number) (Relationship)

I hereby affirm that the information in this application is accurate. I understand that a background check is required prior to my acceptance as a Volunteer. I agree to abide by and comply with all regulations, policies, and procedures for Town of Lauderdale-By-The-Sea volunteers.

Signature: _____ Date: _____

STATE OF _____ COUNTY OF _____

On the _____ day of _____,

before me came _____ whose is

personally known to me or provided _____ as

identification and took an oath that the statements made in said instrument are true.

_____ *Notary Stamp/Seal:*

Notary Signature

Town of Lauderdale-By-The-Sea Visitor Center Volunteer

Release & Indemnification Agreement

In consideration of the opportunity afforded me to participate as a volunteer, I do hereby knowingly, freely and voluntarily release, waive, discharge, indemnify and hold harmless the TOWN OF LAUDERDALE-BY-THE-SEA, its officers, employees, agents and volunteers from any and all liability, losses, expenses, damages, claims, causes of action or judgements, including without limitations attorneys' fees and court costs, which may be sustained by me and/or my family directly or indirectly in connection with, or which may arise out of, my participation as a volunteer, whether caused in whole or in part by the negligence of the TOWN OF LAUDERDALE-BY-THE-SEA, its officers, employees, agents, volunteers or otherwise. I further agree not to represent myself as an officer, agent or employee of the TOWN OF LAUDERDALE-BY-THE-SEA and acknowledge that I am participating as a volunteer for the Town of my own time and outside the scope of my employment, and that I am not entitled to any Town stipend or fringe benefit. I further agree that any vehicle that I drive to, from or during a volunteer activity is not property of or an instrumentality of the Town but rather my own property. I acknowledge that the Town will not be responsible or liable for any personal injury or property damage caused in whole or in part by my personal vehicle.

I have read this Release & Indemnification Agreement and fully understand its terms. I further understand that I have given up substantial rights by signing this form and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of, and indemnification from, any and all liability to the greatest extent permitted by law and agree that if any portion of this Release & Indemnification Agreement is held to be invalid, the balance notwithstanding shall continue in full legal force and effect.

I agree to abide by the applicable CDC guidelines. I am aware of the contagious nature of COVID-19 and acknowledge that gathering in large numbers may expose me to COVID-19. I understand that becoming exposed to or infected by COVID-19 may result in serious personal injury, illness, permanent disability, or death. In exchange for being permitted to volunteer, I hereby release, waive, covenant not to sue, and forever discharge the TOWN OF LAUDERDALE-BY-THE-SEA, its employees, agents, and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") arising out of or in any way connected with becoming exposed to or infected with COVID-19. I understand that this release includes any Claims based on the negligence, action, or inaction of the Town (including its employees, agents, and representatives), and covers bodily injury, illness, disability, and death related to COVID-19, whether a COVID-19 infection occurs before, during or after the activities listed above.

I hereby affirm that the information in this application is accurate. I understand that a background check is required prior to my acceptance as a Volunteer. I understand that I am offering my services to the TOWN OF LAUDERDALE-BY-THE-SEA without compensation. Once I become a volunteer, I agree to abide by all rules, regulations and policies, either published or in effect by usage, and all rules, regulations and laws of the Town and of the State of Florida. I further understand that my services can be discontinued at any time.

My signature below certifies that I understand and agree to the Release & Indemnification and Volunteer Agreement.

Signature: _____ Date: _____

If the applicant is under 18, parental consent (or the consent of the applicant's legal guardian) to the applicant's participation in volunteer service is required below. As parent (or legal guardian), please sign below indicating your consent. By signing below as parent (or legal guardian), you will also agree to each and every term and condition contained in the Release & Indemnification Agreement set forth above.

I hereby give my consent for my child (or the child under my legal guardianship) to participate in the volunteer activity described below. I acknowledge that my child (or the child under my legal guardianship) is not entitles

to any Town compensation or fringe benefit for this activity.

Name of Parent or Legal Guardian: _____ Date: _____

Signature of Parent or Legal Guardian:_____ Date:_____

STATE OF _____ COUNTY OF _____

On the _____ day of _____,

before me came _____ whose is

personally known to me or provided _____ as

identification and took an oath that the statements made in said instrument are true.

Notary Stamp/Seal:

_____

Notary Signature

STAFF USE ONLY

Application received by: _____(Initial) Date: ___/___/___ ☐ **APPROVED**

Background Check received from Police Dept. Date: ___/___/___ ☐ **DENIED**

TOWN OF LAUDERDALE-BY-THE-SEA/ HUMAN RESOURCE DEPARTMENT
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Phone: (954) 640-4200

AUTHORIZATION TO OBTAIN INFORMATION

I authorize a representative of the Town of Lauderdale-By-The-Sea, Florida to perform a background investigation of myself in connection with my application to volunteer for the Town of Lauderdale-By-The-Sea.

Applicant's Printed Name	Date of Birth	SSN

- I understand my social security number is requested for the purpose of background investigation and will be used solely for these purposes. Pursuant to F.S. 119, social security numbers are exempt from public records requests, and will be redacted if a record request of my application is made.
- I understand the investigation may include, but is not limited to, information as to my credit, criminal history, driver's license information and records, personal references, and other sources.
- I authorize the release of any information that the Town of Lauderdale-By-The-Sea may request from the above-mentioned sources.
- I recognize that if more than two years elapses between my days of service as a volunteer, a new background investigation will be required before I am reinstated.

Applicant's Signature	Date Signed

STATE OF _____ COUNTY OF _____

On the _____ day of _____,

before me came _____ whose is

personally known to me or provided _____ as

identification and took an oath that the statements made in said instrument are true.

Notary Stamp/Seal:

_____
Notary Signature

Agenda Item No: 10.a

Town Commission Agenda Item Report

Meeting Date: March 22, 2022
Submitted By: Neysa Herrera, Assistant to the Town Manager
Submitting Department: Administration
Item Type: Minutes
Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes: January 25, 2022, Town Commission Meeting, February 8, 2022, Town Commission Meeting, & February 22, 2022, Town Commission Meeting

Explanation: Approval of the following Town Commission Meeting Minutes:

- January 25, 2022 Town Commission Meeting
- February 8, 2022 Town Commission Meeting
- February 22, 2022 Town Commission Meeting

Recommendation: Accept / Approve

Attachments:
Ex.1. January 25, 2022 Town Commission Meeting Minutes
Ex.2 February 8, 2022 Town Commission Meeting Minutes
Ex.3 February 22, 2022 Town Commission Meeting Minutes

DRAFT

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, January 25, 2022
6:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Public Works Director Ken Rubach, Director of Finance and Budget Lucila Lang, Development Services Director Jhanelle Campbell, Planner Sue Leven, Special Events and Marketing Manager Debbie Hime, Human Resources Manager Lisa Slagle, and Public Information Officer/IT Administrator Steve d'Oliveira.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Rabbi Bentzion Singer gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent requested that the first reading of Ordinance 22-01, Item 15.a, be heard immediately following Public Comment.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Michael Morelli, resident, stated his support for a proposed Resolution that would express the Town's wish to address smoking on the beach. This Resolution would

address Senate Bill (SB) 224 and House Bill (HB) 105. He provided backup materials to the Commission, including Resolutions passed by other local municipalities.

Richard Denapoli, resident, stated that the outdoor dining options provided by Town restaurants have been a good idea during the pandemic, and spoke in favor of allowing Aruba restaurant to lease a portion of the Ocean Plaza for this purpose. He was also in favor of continuing to expand the sidewalks on Commercial Boulevard to continue outdoor dining there as well.

Mary Ellen Himes, resident, thanked the Town on behalf of the Terra Mar Island Civic Association, and recognized several members of Town Staff as well as Commissioner Malkoon for their attendance at the Association's most recent meeting.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

The following Items were taken out of order on the Agenda.

15. ORDINANCES 1ST READING

a. ORDINANCE 2022-01 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY CREATING CHAPTER 9, "FLOOD PREVENTION AND CONTROL," ARTICLE XI, "RESILIENCY STANDARDS FOR TIDAL FLOOD PROTECTION" TO ESTABLISH TIDAL FLOOD PROTECTION AND BARRIER INFRASTRUCTURE STANDARDS THAT ACCOUNT FOR PROJECTED SEA LEVEL RISE, AND PROVIDE FOR ABATEMENT OF NUISANCE FLOODING AND REAL ESTATE SALE DISCLOSURES; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Community Development Services Director Jhanelle Campbell recalled that in March 2020, Broward County adopted an Ordinance which required communities with tidally influenced waterways to adopt resiliency standards for tidal flood protection. These

standards were adopted in January 2020 in Broward County's Land Use Plan. The proposed Ordinance meets the requirements of this policy.

Broward County Chief Resilience Officer Dr. Jennifer Jurado addressed the requirements for the adoption of Ordinance 22-01, which establishes a recommended elevation of 5 ft. North American Vertical Datum (NAVD). This elevation is intended to provide tidal flood protection for conditions modeled through 2070.

Mayor Vincent noted that the Broward County Board of County Commissioners has already adopted this set of resiliency standards for flood protection, which requires coastal municipalities such as Lauderdale-By-The-Sea with properties backing up to a waterway to adopt the same standards. A model for the proposed Ordinance was adopted into the Broward County Code of Ordinances in March 2020. Compliance with this Ordinance demonstrates compliance with the County's Land Use Plan.

Vice Mayor Oldaker asked how this Item will be handled by municipalities with regard to properties they own. Dr. Jurado cited a marina owned by the city of Hollywood as an example, recalling that this property was a source of extensive flooding in a single neighborhood. That city agreed to improve the marina using a previous NAVD standard, which has fully addressed the tidal flooding. Other examples include Fort Lauderdale's adoption of a 4.6 ft. NAVD standard for municipal investments, such as seawall improvements. Fort Lauderdale has subsequently adopted a standard of 5 ft. NAVD.

With regard to parks and other areas with natural shorelines, Dr. Jurado advised that the proposed Ordinance does not require seawalls to be the only solution, nor is this recommended. If parks are a source of extensive flooding, however, and there is no other opportunity to maintain water on-site, seawalls are an option if they do not extend beyond the boundaries of the park onto an adjacent property.

For personal properties, the Ordinance recognizes that this may be a sizable investment. There are efforts to explore funding options, such as low-interest or revolving loans, for these improvements; however, at present this remains an individual responsibility with no evident cost share or grant funding.

Commissioner Strauss made a motion, seconded by Vice Mayor Oldaker, to approve. Motion carried 5-0.

7. PUBLIC SAFETY DISCUSSION

a. VFD December 2021 Report

Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to approve. Motion carried 5-0.

8. TOWN MANAGER REPORT

a. Town Manager Report for January 25, 2022

Town Manager Linda Connors advised that the city of Pompano Beach has agreed to give Lauderdale-By-The-Sea $150,000 toward the Palm Club project. Another $150,000 was allocated to the Town by Broward County. She recognized Assistant to the Town Manager Neysa Herrera for her work toward this funding.

Town Manager Connors continued that former Fort Lauderdale City Clerk Jeff Modarelli is working with the Town in a consulting capacity to fill the Town Clerk position. He will help to ensure all required procedures and State Statutes are followed in this search.

The March 8, 2022 Town Commission meeting will need to be canceled, as this date is also Election Day. A special meeting can be scheduled for March 22, 2022, immediately prior to the regular Commission meeting, for the verification of election results. The Commissioners agreed by consensus to bring these Items back for approval on the next Consent Agenda.

United Way of Broward County will hold its annual Mayors' Gala soon. Town Manager Connors recalled that the Commission typically donates $2000 toward this event. The Commissioners agreed by consensus to continue at this funding level.

Vice Mayor Oldaker requested an update on Codrington Drive. Public Works Director Ken Rubach reported that Staff has reached out to residents on this roadway to inform them of a meeting scheduled for March 2022, which will review what the Town hopes to achieve and alternatives toward meeting this goal. Outreach to residents on Codrington Drive is being done via email. Commissioner Strauss suggested that a physical mailer also be sent to these residents.

9. TOWN ATTORNEY REPORT

Commissioner Strauss requested an update on Senate Bill (SB) 620, which deals with business damages. Town Attorney Susan Trevarthen replied that after this bill

encountered resistance, its sponsor invited representatives from the Florida League of Cities and Florida Association of Counties to propose an amendment. The suggested amendment is being reviewed by the sponsor, although it has not yet been made public. Many cities and counties continue to react adversely to this proposed bill.

Another pending bill, which requires an economic impact statement, has undergone significant change that prompted the League of Cities to change its recommendation to one of approval. This bill has been accelerated through the committee process and is expected to be on the floor early in the legislative session.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

None.

12. OLD BUSINESS

a. Downtown Discussion

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, advised that she had sent an email to the Commissioners on this topic. She stated that she has spoken with several Town residents on this issue, all of whom were supportive of continued outdoor restaurant seating in the Downtown area as an option.

Ann Marchetti, resident, stated that she spoke on behalf of a number of Downtown businesses, including Aruba Beach Café, Taco Craft, Vinnie's, Ocean 101, the Village Grill, the Pier, Even Keel, and Billy Jack's. At present, the use of public parking spaces on A1A, Commercial Boulevard, and El Mar Drive for outdoor dining has been extended through April 2022. Ms. Marchetti noted that a recent poll of 1171 tourists and residents showed that 1153 were in favor of the continued use of expanded outdoor dining. She provided the Commission with the cards used in this poll.

Bill Ciani, resident, pointed out that if a large portion of the pavilion is given to one restaurant for its use, another restaurant will also be similarly entitled. He felt this use by

private businesses will limit use to all, and suggested that the Town consider redesigning the sidewalk on Commercial Boulevard to increase space for outdoor dining tables.

Assistant to the Town Manager Neysa Herrera read the following written comments:

- Tom Balcom, business owner, supported the continuation of regulations that allow expanded outdoor seating, which will help prevent restaurants from closing. He suggested that each restaurant ensure that their outdoor furniture is kept clean.
- Roseann Minnet, resident, also spoke in favor of eliminating Downtown parking on A1A and advised that she had no issue with using this area for expanded outdoor dining for Town restaurants. She recommended that the Town continue music and dancing events in and near the plazas.
- Stuart Dodd, resident, urged the Commission to charge restaurants the same square footage rental rate and ensure cleaning requirements, irrespective of their location. He suggested that the design consider including at least one dedicated pickup/drop-off space for ride-sharing services as a safety measure.
- Scot Sasser, resident, requested that the Commission consider extending the use of restaurant seating in the Town's plazas. He felt the restaurant uses in the plaza were helpful to visitors and residents alike, and noted that changes to the plaza did not have to be permanent.
- Diana Kugler, resident, was not in favor of retaining extended outdoor dining any longer. She recommended that backout parking spaces be removed from A1A. She concluded that curbside parking should continue on El Mar Drive and Commercial Boulevard, and that Aruba no longer use Connie Hoffmann Plaza.
- Jay Flynn, resident, advised that he opposed the continued leasing of Ocean Plaza to any business on a permanent or semi-permanent basis. He noted that there are stains on tables and pavers in the subject space, and concluded that parking spaces on Commercial Boulevard should be retained.
- Jim Rogers, resident, expressed concern with the potential use of public funds to modify outdoor dining areas, which he felt should be funded by the private businesses themselves. He also cautioned against continued use of the portal area by businesses, with the exception of permitted special events. He felt there should be more resident input, possibly including a referendum.
- Mark Silver, business owner, supported the continued use of outdoor space by Downtown restaurants and expressed concern about the continued spread of COVID-19 if only indoor seating is available. He felt this plan should be revisited after six months.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

Commissioner Sokolow advised that he has discussed this issue with restaurant owners and the public, who have changed his mind from his previous opposition to continued use of outdoor space for seating. He felt indoor dining may be permanently affected by COVID-19, and that attitudes toward outdoor dining have changed as well. He recommended some caveats to this continued use, including:

- Wider pedestrian spaces on sidewalks
- Reducing the size of some outdoor dining areas
- Fair compensation to the Town for lost parking and additional dining space in the plazas
- More stringent cleaning requirements of outdoor spaces

Vice Mayor Oldaker supported Commissioner Sokolow's comments, agreeing that outdoor dining continues to be a national trend in light of COVID-19. He pointed out that the use of public space by restaurants would not be given to those businesses, but subject to a negotiated lease, with costs to be determined. He also noted that this use is limited to seated dining and does not apply to bars.

Vice Mayor Oldaker continued that while he has long been an advocate for parking, he felt the removal of parking spaces from a congested portion of Commercial Boulevard could alleviate this congestion. He explained that the elimination of these spaces would likely increase parking revenue elsewhere. He was also in favor of widening the sidewalks for better pedestrian access, although the mechanics of this change have not yet been determined.

Commissioner Malkoon pointed out that an extended sidewalk would require barriers between outdoor dining and pedestrian traffic, which would limit the number of tables available to restaurants. He felt the Downtown area was in need of change in order to remain competitive. He concluded that he was in favor of removing backout parking on A1A, primarily on the north side.

Commissioner Strauss recalled that there is significant public consensus in favor of the proposed change to the Downtown, and that there are safety issues on Commercial Boulevard that could be alleviated by the removal of spaces even if there was no need for outdoor dining. He also agreed that a drop-off/pickup area should be designated for ride-sharing services as a safety measure.

Mayor Vincent pointed out that the last two years of the COVID-19 pandemic have allowed a trial period for additional changes, and that many of the requirements to make these changes a success are already in place. He asserted that the Town should continue to mitigate, improve, and adapt. He concluded that while there is no need to fast-track these changes, they should be prioritized. He also clarified that 12.b is limited to the Ocean Plaza.

Town Manager Connors requested direction for Staff regarding which of the following options the Commission wished to pursue:

1. Remove all Downtown parking spaces not on El Mar Drive except for Americans with Disabilities Act (ADA) -compliant spaces
2. Remove only those parking spaces on Commercial Boulevard east of A1A
3. Remove the parking spaces on Commercial Boulevard as well as the backout parking spaces on A1A north of Commercial Boulevard.

Commissioner Strauss recalled that during public comment, a concern had been raised regarding the removal of barricades to allow for backout parking, as tenants at the subject location need to use those spaces. He proposed a fourth option of removal of backout parking spaces along the north part of Commercial Boulevard, followed by some time to determine the effectiveness of this solution before later addressing the spaces on El Mar Drive. This would allow ADA-accessible spaces to remain on the El Mar Drive corridor.

Mayor Vincent noted that if the spaces on El Mar Drive are retained, this would prevent the opportunity for outdoor restaurant seating on the east side of this roadway. He was also in favor of retaining the backout parking on Commercial Boulevard, pointing out that because these spaces constitute a legal nonconforming use, they cannot be reinstated once they are removed. There could then be further discussion of spaces on A1A as well.

Vice Mayor Oldaker requested clarification of the consensus, if any, on the El Mar Drive spaces by businesses in that area. Town Manager Connors replied that Village Grille is currently not using that area, and spaces near 101 on El Mar Drive are also rarely in use. She noted that some ADA-compliant spaces would need to be relocated from Commercial Boulevard onto El Mar Drive. El Mar Drive would also be a reasonable location for a drop-off/pickup area for ride sharing services, as suggested during public comment.

Town Manager Connors concluded that her suggestion would be to relocate the ADA-compliant spaces from Commercial Boulevard onto El Mar Drive, making no further changes to El Mar Drive until there has been time to see the effects of this change. She confirmed that FDOT requirements would not permit backout parking to be reinstated once it has been removed.

Vice Mayor Oldaker continued that there may also be spaces on Bougainvillea Drive for ride-sharing service access. Town Manager Connors recalled that the Town had tried to encourage these services to pick up customers at the south lot prior to the onset of the COVID-19 pandemic.

Mayor Vincent asked if ride-sharing services have technology to permit the designation of a single pickup/drop-off location by the Town. Town Manager Connors cautioned that while this may be an option, it would require every prospective passenger to use that location, even if it is not convenient to them.

Commissioner Malkoon stated that his preference was for Option #3, which would remove parking spaces on Commercial Boulevard as well as the backout spaces north of that roadway. Commissioner Sokolow and Mayor Vincent agreed that this was their preference as well.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to adopt Option #3, removing the parking on Commercial [Boulevard] and on the north side of Commercial on A1A. Motion carried 5-0.

b. Ocean Plaza

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, emphasized the importance of the Aruba Beach Café, characterizing the business as an anchor of and asset to the Town.

Ann Marchetti, resident, requested that the Commission continue to let adjacent restaurants, including Aruba Beach Café and Anglin's Beach Café, use a portion of the Ocean Plaza for dining space for its patrons. She reiterated that when a random survey of 1171 individuals was taken on this issue, 98% of respondents were in favor of this proposal. Should the Town need space in Ocean Plaza for events, the businesses are willing to yield to those plans. Both restaurants are in favor of an annual fee for the use of this space.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

Town Attorney Trevarthen reviewed the original agreement for the use of the plaza, recalling that in 2014 the Commission discussed creation of a policy that contemplated private use of this space up to four times per year for special events. The Commission will need to bring back a proposal to amend this policy to reflect its current position on this issue.

Town Attorney Trevarthen requested clarification of whether or not the Commission wished to establish annual approval of the use of the plaza, or if they preferred another type of approval.

Vice Mayor Oldaker commented that the subject businesses are not homesteaded, which means they are subject to greater tax increases on their properties.

Commissioner Sokolow observed that the proposed use of the plaza by the restaurants is preferable to other uses of this space, and provides a service to the Town. He spoke in favor of a fair set of rules to apply to the owners of businesses using the plaza.

Mayor Vincent stated that the Commission's 2014 discussion of use of the plazas was intended to be strict in the beginning and become more flexible, as needed, over time. The regulation should be based on clearly enforced rules rather than arbitrary decisions. He felt the opportunity for greater flexibility has come.

Commissioner Strauss advised that he had spoken with the Town Manager to determine how much of the plaza space is currently being used by the restaurants. He characterized this as one-third of the space being used by each business, with the final third continuing to provide beach access with a walkway. He recommended that this configuration be maintained.

With respect to an annual fee, Commissioner Strauss suggested that the Commission address the use of the plazas each year to review activity and determine if they wished to renew the fee. The amount of this fee would be decided in the future.

Vice Mayor Oldaker pointed out that he would move the fencing between restaurant spaces back so the two entrances to the plaza remain open. The design of this barrier is still open to discussion, as is the square footage allocated to each restaurant.

Commissioner Malkoon stated that he is open to the discussion of the restaurants using this public space, but agreed with the Vice Mayor that their presence should be slightly scaled back. He asked how the serviceable area for a restaurant is determined under Town Code. Town Manager Connors replied that the standard is one seat for every 10 sq. ft. of space, and that this calculation can be reviewed within the plaza.

Mayor Vincent asked if the Town is following Florida Statutes with respect to square footage for outdoor dining, as is done with the sidewalk cafés. Town Manager Connors confirmed this, adding that Staff can bring back a Resolution addressing policy changes based on the Commissioners' input.

Commissioner Strauss made a motion, seconded by Commissioner Sokolow, to move forward with this plan. Motion carried 5-0.

The Commission took a brief recess from 8:32 p.m. until 8:53 p.m.

13. NEW BUSINESS

None.

14. COMMISSIONER COMMENTS

None.

16. ORDINANCES 2ND READING

a. ORDINANCE 2021-10 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS," SECTION 30-11, "DEFINITIONS," TO DEFINE TOBACCO PARAPHERNALIA STORES; AMENDING SUBDIVISIONS L AND M, B-1-A AND B-1 DISTRICT REGULATIONS, TO CHANGE THE LISTS OF PERMITTED AND CONDITIONAL USES AND CREATE SUPPLEMENTAL REGULATIONS; CREATING SECTION 30-281 TO PROVIDE FOR AMORTIZATION OF EXISTING TOBACCO PARAPHERNALIA STORES IN THE B-1 ZONING DISTRICTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE. Or AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA,

FLORIDA, AMENDING CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS," SECTION 30-11, "DEFINITIONS" TO DEFINE "TOBACCO PARAPHERNALIA STORES;" AMENDING SUBDIVISIONS L AND M, B-1-A AND B-1 DISTRICT REGULATIONS, TO CHANGE THE LISTS OF PERMITTED AND CONDITIONAL USES AND CREATE SUPPLEMENTAL REGULATIONS; CREATING SECTION 30-281 TO PROVIDE FOR AMORTIZATION OF EXISTING TOBACCO PARAPHERNALIA STORES IN THE B-1 ZONING DISTRICTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Town Attorney Trevarthen pointed out that there are two different versions of Ordinance 2021-10, as the Commission had requested a change to the Ordinance after first reading. Exhibit 1 includes the Ordinance as presented upon first reading, which included a mention of amortization of tobacco paraphernalia stores at either one year or another time that could be substantiated with records of their investment. After first reading, however, the Commission directed Staff to prepare a different version of the Ordinance, removing the mention of amortization and instead considering a standard for the display of tobacco paraphernalia.

The Ordinance excluding the reference to amortization is Exhibit 2, which addresses the need for tobacco paraphernalia stores to conceal their inventory from outside the businesses.

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she would like the amortization option to remain in the proposed Ordinance. She also requested clarification of the Town Manager's role in Ordinance 2021-10, asking if the Town Manager would be required to bring forth information on any similar businesses seeking to open in Lauderdale-By-The-Sea.

Adam Steinberg, representing Grateful J's, explained that this business had applied to move into Lauderdale-By-The-Sea without any issues. He pointed out that there is a collateral effect to amortization, which includes harming the property owner/landlord as well as potentially harming the Town. He concluded that the business has cooperated with the Town regarding the display of inventory, and hopes to be a valuable member of the community.

Vice Mayor Oldaker requested clarification of whether or not amortization could remain in the Ordinance as a potential future option. Town Attorney Trevarthen replied that the Ordinance calls for amortization to happen, rather than providing it as an option. The inclusion of amortization in the Ordinance means it will be applied to the appropriate businesses.

Town Attorney Trevarthen continued that Ordinances may be subject to different state statutory standards after July 1, 2022. She emphasized that amortization is included in the Ordinance as a tool the Commission may use.

Vice Mayor Oldaker asked, if triggered, the amortization process would affect both the Town's tobacco paraphernalia stores. Town Attorney Trevarthen confirmed this, noting that both stores meet the Ordinance's definition of tobacco paraphernalia stores, as more than 5% of their inventory is paraphernalia.

Vice Mayor Oldaker observed that if amortization is included in the Ordinance, this would mean the Town is potentially taking steps to shut down two businesses and place a burden on two landlords. He pointed out that the two businesses have not experienced any incidents to date, and that Grateful J's has cooperated with the Town's policies by modifying its signage and lighting. Town Attorney Trevarthen confirmed that the businesses would eventually be required to close, depending upon the time frame and their documentation. Vice Mayor Oldaker stated that he did not wish to close businesses because he was not in favor of them.

Commissioner Sokolow agreed with the Vice Mayor, stating that he did not feel it would be fair to close a business because the Town may have made a mistake in approving them. He was not in favor of amortization as long as the businesses continue to act as good citizens.

Commissioner Strauss advised that Ordinances 2021-10 and 2021-15 were brought back for second reading together, as they address issues that go hand-in-hand. He noted that while one of the subject stores has removed its paraphernalia from its front windows, it is still clearly visible through those windows from where it is displayed on the back wall. He recommended retaining the reference to amortization in Ordinance 2021-10.

Commissioner Malkoon commented that he did not believe a mistake was made in allowing the second tobacco paraphernalia store to come into the Town. He added that he was also in favor of retaining the amortization portion of the Ordinance, and noted

that he has seen an improvement in the newer store through its compliance with signage requirements as well as in moving products out of the window.

Mayor Vincent recalled that he had strongly opposed either store's location in the Town, as he had not expected two such stores to come into Lauderdale-By-The-Sea as permitted uses. He felt allowing the second business should have been brought forward for Commission discussion; however, he also did not wish to punish a business for opening legally.

Mayor Vincent continued that if the Ordinance is adopted including the amortization mechanism, that mechanism would be triggered one year from now, with the option of granting an extension to the businesses based on documentation. Alternatively, Town Code can be changed by the Commission at any time.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve the Ordinance without the amortization (Exhibit 2). Motion carried 3-2.

b. ORDINANCE 2021-15 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14 "OFFENSES," ARTICLE I "IN GENERAL," SECTION 14-33 "SALE OF NICOTINE VAPORIZERS OR LIQUID NICOTINE" TO CONFORM TO CHANGES IN STATE LAW, AND REQUIRING BUSINESSES SELLING TOBACCO PARAPHERNALIA TO CONCEAL THEIR INVENTORY FROM OUTSIDE OF THEIR PREMISES; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she shared Commissioner Strauss' concern that tobacco paraphernalia was still clearly visible inside at least one of the subject stores, despite its removal from the window. She strongly recommended enforcement of the proposed Ordinance.

Adam Steinberg, representing Grateful J's, addressed concealment of the store's products, pointing out that the store is legally open for business and is cooperating with the Town's requirements. He felt further concealment would diminish his client's ability to operate his business, and requested that the Commission consider options other than Ordinance 2021-15 as it is currently written.

Town Attorney Trevarthen explained that Ordinance 2021-15 is consistent with recent state law, which is preemptive. The major area of discretion in this Ordinance states that any business selling tobacco paraphernalia, not only tobacco paraphernalia stores, shall conceal its inventory of this paraphernalia from the view of the public from outside its premises. This may differ from store to store, depending upon its configuration and amount of glass area.

Another area of discretion lies with the designation of Town Code Officers as "nicotine product enforcement officers." While it was previously stated that Town Code Officers could be used to enforce regulations with respect to tobacco, the new state law would mean that nicotine product enforcement officers have jurisdiction over individuals under the age of 21 who are violating the Ordinance. Enforcement against the seller of these products is covered by Chapter 569 and would be either the Broward Sheriff's Office (BSO) or the Department of Business and Professional Regulation.

Vice Mayor Oldaker addressed the visibility of paraphernalia within stores, recalling that during previous phases of the COVID-19 pandemic, enforcement was done less strictly in order to support Town businesses. He felt Ordinance 2021-15 would address any remaining issues without resorting to amortization.

Commissioner Strauss commented that whether or not some of the subject paraphernalia may have artistic value, it should still be concealed from a front window. He also felt it was disingenuous to suggest that a store's survival might be affected by the concealment of its products, and that lighting merchandise on a back wall does not conceal those items. He concluded that the proposed Ordinance is entirely reasonable.

Commissioner Malkoon agreed with Commissioner Strauss that concealment of merchandise will not cost a store any business, as all shopping is done indoors.

Mayor Vincent concurred with Commissioners Malkoon and Strauss, stating that the purpose of Ordinance 2021-15 is to serve as a check on businesses that may not be cooperating with Town requirements.

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve Ordinance 2021-15. Motion carried 5-0.

17. RESOLUTIONS – PUBLIC COMMENTS

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 9:31 p.m.

_____

Mayor Chris Vincent

ATTEST:

_____ _____

Town Clerk Date

DRAFT

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, February 8, 2022
6:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Public Works Director Ken Rubach, Director of Finance and Budget Lucila Lang, Development Services Director Jhanelle Campbell, Planner Sue Leven, Special Events and Marketing Manager Debbie Hime, Human Resources Manager Lisa Slagle, and Public Information Officer/IT Administrator Steve d'Oliveira.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent requested that Item 17.a be heard immediately following Public Comment.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

The following Item was taken out of order on the Agenda.

17. RESOLUTIONS – PUBLIC COMMENTS

a. Resolution 2022-07 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND OTHER PARTICIPATING MUNICIPALITIES REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM, ATTACHED HERETO AS "EXHIBIT A," AUTHORIZING THE EXECUTION OF THE AMENDMENT; AUTHORIZING THE EXPENDITURE OF UP TO $1,777.91 AS THE TOWN'S CONTRIBUTION TO PROCURE THE STUDY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Mayor Vincent advised that in 2019, Broward County and participating municipalities entered into a Memorandum of Understanding (MOU) regarding the collaborative study and subsequent development of an integrated solid waste and recycling system.

Broward County Commissioner Beam Furr explained that in 2015, following litigation between Broward County and a number of its municipalities, a piece of County-owned property was identified as a possible site for solid waste and recycling facilities. A study determined that the subject site should be retained, and identified ways that the County and its municipalities might reach a 75% recycling target rate. Ideas on the potential government structure were also discussed. The cities would own and control how trash is disposed of in Broward County. The proposed Resolution is the first step toward this goal.

Commissioner Furr continued that the waste generation study proposed by Resolution 2022-07 would consider all trash produced in Broward County, including the amounts generated by different types of developments. The best way to proceed is through collective effort. Thus far, 93% of Broward municipalities have signed onto the MOU. The waste generation study is expected to take six to nine months to complete. At the same time, the participants in the MOU will be looking at the kind of facilities they will need to build and the assessments these facilities would generate. The desired result will allow Broward County to take care of its own garbage.

Town Attorney Susan Trevarthen added that the Resolution is the first step toward conducting the study. There will be more discussion about governmental structure in the future.

Commissioner Furr further clarified that there will be a disposal contribution paid by all Broward County residents to pay for the proposed facilities. He pointed out that the hauling fees paid by the Town will be reduced, and that other specific fees may be included within disposal fees. The amounts of these fees will not be known until the study is complete.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve. Motion carried 5-0.

7. PUBLIC SAFETY DISCUSSION

a. BSO January 2022 Report

Vice Mayor Oldaker requested an update on the location of an electronic sign used in the Town. Captain Tom Palmer of the Broward Sheriff's Office (BSO) replied that it was most recently deployed on A1A with a notification against passing in the center lane. There is no set schedule for where the sign will be deployed: it is rotated through different areas where residents have expressed concerns.

Commissioner Strauss asked if a speed sign currently on Commercial Boulevard has been tested for accuracy. Capt. Palmer explained that these are laser radar devices that capture the fastest speed of vehicles passing its range. If no one is moving eastbound at its location, the technology could pick up the speed of a westbound vehicle. The device is intended to make drivers aware of their speeds.

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

8. TOWN MANAGER REPORT

a. December 2021 Finance Report

Director of Finance and Budget Lucila Lang advised that while the Town has done its banking business with Suntrust for a number of years, that company is merging and as

of February 22, 2022, the new banking entity will be Truist. Town Staff has met with representatives of Truist and expects very limited changes.

b. Town Manager Report

Town Manager Linda Connors reminded all present that Wednesday, February 16, 2022, at 7 p.m., a Candidates' Forum will be held by the League of Women Voters. She also noted that the Town is accepting applications for membership on its Planning and Zoning Board, Audit Committee, and Firefighters' Pension Board of Trustees. Applications are available online or at Town Hall. Appointments will be made at the end of March 2022.

Town Manager Connors added that the Visitors Center is open Monday, Tuesday, Thursday, and Friday from 9 a.m. to 5 p.m. A large Adirondack chair is available at the Visitors Center for photos. Public Works Director Ken Rubach stated that out of an abundance of caution, this chair will be attached to a concrete pad before visitors will be encouraged to sit in it.

Commissioner Strauss addressed parking, recalling that the Town has been working to add American Express to the cards that may be used for pay-by-phone parking. Town Manager Connors explained that this vendor is more expensive than others, which is why American Express has not been accepted in the past. She stated that she would look into whether or not these cards can be used at pay stations.

9. TOWN ATTORNEY REPORT

Town Attorney Trevarthen advised that the Commission has received a report from the Town's lobbyist on activity during the current Florida Legislative session. This report is included in their backup materials and addresses a number of bills with which the Commission has previously expressed concern.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

Vice Mayor Oldaker requested that Item 11.c be pulled for additional discussion.

a. Turtle Parking Passes

b. Special Event Application from the Community Church for Easter Sunrise Service Sunday, April 17, 2022

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to pass 11.a and 11.b of the Consent Agenda. Motion carried 5-0.

c. Meeting Schedule and Swearing In

Town Manager Connors stated that the Town's Charter establishes a deadline of March 22, 2022 for the swearing-in of newly elected officials. Because this is the same date as the regularly scheduled Commission meeting, the swearing-in can be scheduled immediately prior to the regular meeting. It was determined that the swearing-in would be scheduled on March 22, 2022 at 5:30 p.m., to be followed by a brief reception.

Vice Mayor Oldaker made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 5-0.

12. OLD BUSINESS

None.

13. NEW BUSINESS

None.

14. COMMISSIONER COMMENTS

Vice Mayor Oldaker noted that there are a number of vacant lots north of the Terra Mar neighborhood in Pompano Beach, for which a Ritz-Carlton hotel has been proposed. He recommended that the Town remain aware of these plans, as Lauderdale-By-The-Sea shares a canal in the vicinity of this proposed development.

Commissioner Strauss encouraged all residents to vote in the election of March 8, 2022.

Commissioner Malkoon advised that a general membership meeting is planned for the Broward League of Cities on Thursday, February 17, 2022 at the new Marriott Hotel in

Dania Point. Representatives of the Broward MPO will be present to discuss transportation.

Mayor Vincent, the Vice Mayor, and all the Commissioners wished Public Information Officer/IT Manager Steve d'Oliveira a happy retirement and thanked him for his longtime contributions to the Town, including a focus on environmental issues, upgrades to the Town's website, writing and acting in the Sea Shorts plays, and several annual Town events.

Mayor Vincent, Commissioner Malkoon, and Commissioner Strauss wished all present a happy Valentine's Day.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:09 p.m.

_____

Mayor Chris Vincent

ATTEST:

_____ _____

Town Clerk Date

DRAFT

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, February 22, 2022
6:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Public Works Director Ken Rubach, Director of Finance and Budget Lucila Lang, Development Services Director Jhanelle Campbell, Planner Sue Leven, Special Events and Marketing Manager Debbie Hime, and Senior Code Compliance Inspector Bethany Banyas.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Rabbi Bentzion Singer gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent requested that Item 18.a be heard immediately following the Public Safety Discussion.

5. PRESENTATIONS

a. Citizen Observer Patrol Annual Awards and Promotions – 25th Anniversary

Captain Tom Palmer of the Broward Sheriff's Office (BSO) explained that the Town annually recognizes participants in its Citizen Observer Patrol (COP) program for their volunteer work. In 2021, the COP program celebrated its 25th year or service to Lauderdale-By-The-Sea.

Capt. Palmer recognized a number of honorees for their volunteer service hours as well as promotions in rank. Members and Commissioners were presented with commemorative anniversary pins.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, advised that she had sent the Commission an email regarding a number of residential areas in the Town. She expressed concern that the minutes of a recent Planning and Zoning Board meeting were not included in the backup materials for the quasi-judicial item scheduled for tonight's meeting.

Howard Goldberg, resident, cautioned that there is some ambiguity in the information provided to prospective candidates, and requested that this information be clarified in the future. He also emphasized the importance of the Chamber of Commerce to the Town and requested that residents participate in the operation of the Visitors Center as well.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

7. PUBLIC SAFETY DISCUSSION

a. AMR January 2022 Report

Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to approve. Motion carried 5-0.

b. VFD January 2022 Report

Commissioner Strauss made a motion, seconded by Vice Mayor Oldaker, to approve. Motion carried 5-0.

The following Item was taken out of order on the Agenda.

18. QUASI JUDICIAL PUBLIC HEARINGS

Town Attorney Susan Trevarthen explained the procedures for the hearing of quasi-judicial items, and the Commissioners disclosed any ex parte communications on the Item, including discussions with neighboring property owners.

Town Attorney Trevarthen requested that any documentation submitted to the Town by a third party or their counsel be provided to the Applicant as well as to the Commission. Any individuals wishing to speak on the Item were sworn in at this time.

a. Case Number 2021-V-01: 4403 Tradewinds Inc. (Applicant) Requests a Variance to Section 30-311(C) of the Town's Code of Ordinances (the Town Code) to permit construction of a boat dock to extend into the Intracoastal Waterway at a maximum distance between 11.4 feet to 13.5 feet from the property line, where the Town Code provides that a boat dock may be constructed or erected to extend into the Intracoastal Waterway at a maximum distance of eight (8) feet.

Development Services Director Jhanelle Campbell provided a presentation on the Item, which is a dock variance request for a property located at 4403 to 4405 West Tradewinds Avenue. In September 2021, the Town received a variance request for the property which sought relief from Town Code Section 30-127. This would permit construction of a boat dock that would extend into the Intracoastal Waterway at a distance between 11.4 ft. and 13.5 ft. from the property line. Town Code states that a dock may be constructed at a maximum distance of 8 ft. from the property line.

The property is located in the B-1 zoning district on the west side of West Tradewinds Avenue, adjacent to the Intracoastal Waterway. Notice has been sent to all property owners within 300 ft. of the subject property. Notice was also posted on the property and the public hearing was advertised on the Town's website. The Town has received one letter of objection and 40 letters of support for the Application. A number of public comments were also made at the Planning and Zoning Board meeting at which this Application was discussed.

A citizen participation meeting was held on December 28, 2021, and a summary of this meeting was submitted on January 12, 2022. This summary was provided in the Commissioners' backup materials.

Seven criteria are evaluated when a variance application is reviewed:

- Special conditions and circumstances exist which affect the land, structure, or building involved, preventing the reasonable use of same

- Circumstances which cause the hardship are peculiar to the subject property and clearly constitute a marked exception to other properties in the district
- The literal interpretation of the provisions of applicable regulations would result in a particular hardship upon the owner, as distinguished from a mere inconvenience
- The hardship is not self-created or the result of mere disregard for or ignorance of the provisions of the regulation
- The variance is the minimum variance that will make reasonable use of the property possible, and will be in harmony with the general purposes and intent for applicable zoning regulations and will not be injurious to the neighborhood or otherwise detrimental to public welfare
- Granting of the variance does not permit a use not generally permitted within the zoning district involved or expressly or by implication prohibited by the terms of regulation of the district in which the affected property lies
- Financial hardship is not a basis for granting the variance unless the failure to grant the variance would render the property unusable as permitted in its zoning district

Staff believes the first criterion has been met, as the ability to upgrade the dock and its supporting infrastructure will allow the Applicant to provide a safer docking area for customers. Expansion of the riprap and subsequent expansion of the dock also reduce the impact of passing boats and moving water. Staff also believes that the second criterion has been met, due to the proximity of the dock to the bridge, use of the dock by multiple boats during the course of the day, and the restaurant's use of the dock to serve customers on the Intracoastal Waterway.

Staff feels the third criterion has been met, as relevant federal, state, and County agencies have approved the proposed dock from a navigational and environmental perspective. Failure to permit construction of the larger dock would prevent compliance with agency approvals that have already been obtained and would result in unsafe conditions for mooring.

Staff believes the fourth criterion has been met due to the unique location of the property and the customer-serving use of the dock. The County has required all municipalities to adopt resiliency standards that encourage use of riprap as one way to address sea level rise. The fifth criterion has been met because the additional width of the dock will have no detrimental impact on neighboring properties or the public welfare. The variance will allow for safer conditions on the dock, and the proposed dock will eliminate an existing setback nonconformity.

Staff believes the sixth criterion has been met because the proposed dock is a permitted use and its width is the minimum necessary to protect those using the dock from the riprap. Staff concludes that the seventh and final criterion has been met based on the safety of the dock structure, which will protect the seawall and absorb the waves. These objectives cannot be met without the variance.

Development Services Director Campbell stated that other agencies approving the dock request include the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the Broward County Environmental Protection Agency.

The Application was presented to the Town's Planning and Zoning Board on February 2, 2022. After evaluation of the Application and input from the Applicant, Staff, and the public, that Board recommended approval of the Application by a 4-1 vote. Staff also recommends approval of the Application.

Carlos Gianos, representing the Applicant, stated that the subject property applied for a zoning variance to protect its seawall from increased wave activity and to provide a safe environment for boaters visiting the property. An initial application was made to the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, the Broward County Environmental Protection Agency, and the Broward County Growth Management Department. These agencies have approved the application and issued permits allowing the expansion of the dock into the Intracoastal Waterway.

The initial permit application to Lauderdale-By-The-Sea was reviewed and the Applicant was advised that a variance would be necessary to expand the dock to the requested size. The variance Application was submitted in September 2021. In October, Staff informed the Applicant that the Town had issued a new Ordinance that required a citizens' participation meeting. This meeting was held in December 2021 according to the guidelines of the Ordinance, and the Applicant's team prepared a detailed report and provided it to Town Staff.

On February 2, 2022, the Application went before the Town's Planning and Zoning Board, which approved it by a 4-1 vote. Town Staff also provided the Applicant with a report recommending approval of the variance.

Tyler Chappell and Jena Robbins, representing consultant The Chappell Group on behalf of the Applicant, gave a presentation on the variance request. Ms. Robbins showed multiple views of the subject property, which currently includes a 318 linear ft.

seawall and a 2440 sq. ft. wooden dock. The dock extends from 81.3 ft. to 81.8 ft. from the edge of the Intracoastal Waterway channel, which is regulated by the U.S. Army Corps of Engineers.

The Application includes a concrete cap over-pour atop the existing seawall as well as insulation provided by a concrete marginal dock. This marginal dock would extend approximately 77.1 to 78.3 ft. into the Intracoastal Waterway. Ms. Robbins characterized this as an insignificant difference from existing conditions in comparison to the overall width of the waterway, which is 300 ft. There are also existing mooring piles that extend 30 ft. into the waterway and do not impede navigation.

Circumstances leading to the variance request include:

- All structures and piles will not exceed 25% of the width of the waterway
- The proposed dock, riprap, and over-pour will not impede navigation
- The structures are necessary to protect the property against sea level rise and excessive wake action
- The structures alleviate the safety risk to patrons and boaters seeking access to the restaurant

One reason riprap is proposed as part of the Application is to provide habitat for marine life such as juvenile fishes, corals, sponges, and oysters. The riprap also absorbs wave energy: as waves approach the material, their energy becomes trapped between the individual boulders and slows the flow of water.

The Applicant proposes the dock at a maximum of 13.5 ft. from the property line. Since the property line is landward of the existing wet face of the seawall, the dock is actually less than 13.5 ft.; however, the distance from the wet face is needed due to the requirements of the Broward County Environmental Protection and Growth Management Department, which requires riprap to have a 2:1 slope to allow appropriate tidal flushing. If an 8 ft. dock is provided instead, the 2:1 slope would not be possible and boaters would be unable to moor beside the dock due to proximity to the riprap.

Broward County requirements for over-water structures include natural lime rock boulder riprap beneath the structure 1 ft. below mean high water at a 2 ft. horizontal to 1 ft. vertical slope ration; this means the riprap would need to extend 8 ft. to 10 ft. from the wet face of the seawall, which would in turn affect the width of the dock necessary to cover the riprap.

Ms. Robbins provided a number of letters of support received from residences and businesses in the vicinity of the subject property.

Mayor Vincent requested that the Applicant's counsel address the supplementary information provided by a neighboring property owner with respect to riprap requirements for over-water structures and seawalls. Mr. Chappell advised that the riprap requirement for these structures includes the 2:1 slope referred to in the Applicant's presentation. Any over-water structure with a width greater than 8 ft. or length greater than 100 ft. must provide riprap beneath the structure. He emphasized that riprap would have been provided even if it were not required, due to the habitat it provides to marine life and its support to the seawall.

Mayor Vincent asked if there are also circumstances in which riprap is not required. Mr. Chappell explained that it is not required if the dock is less than 8 ft. wide; however, it is required for unconsolidated shorelines that do not have a seawall, as well as for docks greater than 100 ft. in length. The proposed dock is 318 ft. in length.

Vice Mayor Oldaker asked if riprap is becoming a standard on the Intracoastal Waterway. Mr. Chappell replied that it is one way to protect and stabilize shorelines in addition to seawalls. It may also be placed in front of seawalls, particularly on the Intracoastal Waterway, where wave energy can scour the bottom of the seawall. If the bottom of a seawall erodes, the material behind it can also begin to erode.

Vice Mayor Oldaker asked if the growing size and speed of modern boats has an effect on these structures. Mr. Chappell advised that not all boaters comply with No Wake Zones, and larger boats with more engines have greater impact.

Vice Mayor Oldaker observed that a number of businesses are typically located near the bridges in Broward County where this wake activity may occur. Mr. Chappell confirmed that there are businesses, including restaurants, in these areas. No Wake Zones are located in these areas in an attempt to protect the bridges as well as to improve boating safety.

Commissioner Strauss requested clarification of why the riprap needed to be extended beyond the 8 ft. width of the dock. Mr. Chappell confirmed that this was because the length of the dock is over 100 ft. He added that there is also a safety component to the riprap: the 2:1 slope is required in order to prevent exceeding the footprint of the dock, which could result in boaters striking rocks at the location. Another safety consideration is the breakup of constant wave energy by the riprap.

Commissioner Strauss asked if the safety factor applies to smaller as well as larger boats. Mr. Chappell replied that this affects all vessels, although it is more important for smaller vessels, which are less stable in wave action.

Commissioner Sokolow asked if sinkholes have opened on the landward side of docks due to erosion at the bases of seawalls. Mr. Chappell confirmed that this is a concern both beneath the seawall and at the seam of two seawall panels.

Mayor Vincent noted that in the event of remediation or repairs, or if a new dock is constructed, the Town is required to follow recent County Code and build seawalls to a greater height. Mr. Chappell advised that the County's recommendation is for municipalities to require seawalls to be raised to greater heights. The existing dock on the subject property is a wooden structure coming off the seawall cap, which he characterized as needing to be replaced. It is not currently in ideal condition for boaters to exit onto or from a boat.

Ralph Brooks, counsel representing Steve and Debbie Nagy, asserted that at present, Town Code is permitted to be more stringent than the requirements of the federal government, the state of Florida, or Broward County, as it has not been preempted. He described the variance as providing the neighboring property with something that other properties along the Intracoastal Waterway would not be permitted to do.

Mr. Brooks addressed the Code criteria for variances, beginning with the requirement that special conditions prevent the reasonable use of land or structure. He did not believe this criterion has been met, as there is an existing dock on the property that has been in use for many years, including before the Applicant purchased the subject property.

With respect to the hardship criterion, Mr. Brooks continued that there are a number of properties along the Intracoastal Waterway that should also be permitted a variance if one is granted to the subject property. He pointed out that the shape of the lot is not unusual, and that all properties along the waterway are subject to the effects of wakes from passing boats.

Mr. Brooks stated that there is no particular hardship upon the subject property owner, reiterating that there is an existing dock on the property which is used as a base of operations for a chartered vessel. He noted that the dock also includes a seating area, which he characterized as a self-created hardship.

Another criterion requires that the variance requested must be the minimum variance possible for the reasonable use of the land or dock. He asserted that the dock is currently being reasonably used by vessels of varying sizes, and that the economic disadvantage that may be experienced by the Applicant is not sufficient to constitute a hardship.

Mr. Brooks continued that the land, and not the nature of the project, must be unique and create the hardship. He stated if a purchaser buys land with the Code requirement in place, they are only entitled to the variance to which their predecessor was also entitled.

Mr. Brooks concluded that the Applicant has proved that the existing dock can already be used by vessels, as they have provided aerial photographs showing vessels docked at the subject location. He added that fact-based testimony from laypersons, including neighbors, may be considered competent substantial evidence.

Mr. Brooks also noted that Broward County's guidance regarding use of riprap may be adopted by the Town if it is applied to all and not used solely for the granting of variances. He pointed out that over-water structures with a width of less than 8 ft. do not require riprap, regardless of their length. Natural riprap may be placed under the proposed structure beginning at 1 ft. below the mean high water line and continue in the required 2:1 ratio. The requirement to place this material 1 ft. above the mean high water line does not apply unless a new seawall is being installed.

Mr. Brooks suggested that the Commission may wish to revisit Town Code and determine whether or not they would like to retain its existing requirements related to length, riprap, variance criteria, or other considerations. He did not believe it was appropriate to permit a single property that is similarly situated to others to depart from Code. He concluded that the Application does not meet the requirements for a variance.

Vice Mayor Oldaker commented that Mr. Brooks had described the proposed changes to the subject property as a repair rather than a new seawall. Mr. Brooks confirmed that this was his understanding of the issue, as there is an existing seawall which will be replaced and raised 1 ft. in height to combat sea level rise.

Commissioner Strauss referred to a document listing Broward County's requirements for riprap in use with over-water structures and seawalls, which was provided to the Commission by Mr. Brooks. Mr. Brooks requested that he also be permitted to provide

the Commission with aerial photographs and a benthic survey. Town Attorney Trevarthen directed Mr. Brooks to provide copies to the Applicant as well.

Commissioner Strauss noted that one of the bullet points in this documentation addressed over-water structures with a width of less than 8 ft., stating that this structure would not require riprap regardless of its length. Mr. Brooks noted that there may be some discrepancy in how 8 ft. is measured by the Town as opposed to by Broward County. He advised that the existing dock is within 8 ft. of the wet face of the seawall.

Commissioner Strauss continued that the subject dock is both more than 100 ft. in length and more than 8 ft. in width, which meant the criteria for structures less than this width and length would not apply to the subject dock. Mr. Brooks stated that the Applicant wishes to include riprap and has submitted that they must have a larger dock in order to provide it.

Mr. Brooks stated that while the Commissioners may believe that the issue before them is one of safety with regard to the provision of riprap, the issue is more accurately a Code violation. Mayor Vincent observed that this is not accurate: the proposed variance is prohibited by Code, but would not constitute a violation unless it is constructed without approval or permits.

Vice Mayor Oldaker asked if the use of the dock at its current size and configuration is considered to be safe, recalling the earlier discussion of different types of boats that may access the structure. Mr. Brooks replied that if the 8 ft. width is not considered to be safe, it should not be accepted as the standard all along the Intracoastal Waterway.

Steve Nagy, neighbor to the Applicant, stated that he objected to the variance request. He felt Town Code is intended to protect residents from the construction of prohibited projects, and characterized the variance request as the Applicant asking to have jurisdiction outside the 8 ft. permitted by Code.

Mr. Nagy referred to the Broward County documentation regarding riprap which was provided to the Commission, pointing out that it states over-water structures of less than 8 ft. do not require riprap, regardless of their length. He also referred to a benthic survey of the area which shows there is currently no riprap at the subject location.

Mr. Nagy also referred to an email from Broward County’s Department of Environmental Permitting, which he had provided to the Commission among other documentation. He

asserted that the email states that a new dock 8 ft. wide or less, measured from the wet face of the seawall and longer than 100 ft., does not require riprap.

Mr. Nagy concluded that approval of the request would result in the issue going to court, and recommended that approving another configuration of the dock farther away from his own property would be “of great advantage” to all parties involved. He added that there is no buffer between the subject commercial property and his own residential property.

Debbie Nagy, neighbor to the Applicant, also stated her opposition to the variance request, noting that her own dock extends only 8 ft. into the waterway. She felt there were nonconforming issues on the Applicant’s property which would factor into the proposed dock expansion, and cited a number of traffic and waterway issues occurring on the subject property. She felt the expansion would only exacerbate these existing issues.

Mrs. Nagy continued that she believed the Code issues on the subject property demonstrate indifference to the Applicant’s neighbors. She cited the variance request as an example of this indifference, and pointed out that there is nothing necessitating a larger dock at this time.

Mrs. Nagy showed a video of a large charter boat docked next door to her property, pointing out that the vessel created significant noise. She provided photos of charter vessels docked there as well as videos. She advised that the view from her home has been impeded by large boats.

Mrs. Nagy continued that there is no limit to the size of boats permitted to dock at the subject property as long as they do not impede navigation. She was concerned that the proposed dock expansion would eventually become a bigger problem. She also noted that manatees and dolphins frequent the area where the expansion would occur, and expressed concern for marine wildlife. She concluded that the Applicant could construct a new conforming dock on their property and continue to operate their business at full capacity.

Town Attorney Trevarthen advised that the next step in tonight’s process is to hear public comments in support of the Application, followed by public comments in opposition to the Application. Opportunities for rebuttal will be afforded later in the procedure.

At this time Mayor Vincent opened public comment.

Ed Smoker, resident of Fort Lauderdale, stated that he is a boater who regularly uses the Intracoastal Waterway and has often visited the Applicant's restaurant. He described the Applicant as environmentally sensitive, which contributed to her decision to implement riprap to dampen the effects of waves. He also noted that it can be difficult to access the restaurant's existing dock from a boat, and that the structure is failing.

Ben Bittner, resident, commented that there are already a number of issues related to traffic, parking, and noise at the subject property with its existing dock. He expressed concern that granting the variance would only exacerbate these issues. These problems include delivery vehicles parking on West Tradewinds Avenue, charter boats docking behind 4419 West Tradewinds Avenue, buses, and parking in general. He concluded that he would like to see these concerns formally addressed as part of the variance process.

Barbara Cole, resident, emphasized the residential nature of the Town, and encouraged the Commissioners to ensure a negative precedent is not set.

Development Services Director Campbell clarified that the Town does not have regulations addressing riprap, as Broward County's regulations are preemptive. While the Applicant's engineer has opined that riprap is required due to the length of the dock, it is important to note that the subject property is commercial and not residential. The Town has not denied any other prospective applicant the opportunity to submit a variance application in their own right.

Commissioner Strauss asked if the Town has inspected the current condition of the Applicant's dock. Development Services Director Campbell replied that no such formal inspection has been made.

Mayor Vincent asked if any other docks on the Intracoastal Waterway are larger than 8 ft. Development Services Director Campbell advised that she did not have this information and would look into it further.

It was clarified that Mr. Gianos' firm has handled cases in which wakes contributed to damaged boats. Mr. Gianos added that he has witnessed boaters having difficulties accessing the dock at the subject property, which were affected by passing vessels on the Intracoastal Waterway.

Mr. Gianos continued that charter vessels have docked at the subject property since before Mr. and Mrs. Nagy purchased their property. He added that the U.S. Army Corps of Engineers provided a package to neighboring properties including these materials. He also noted that wakes created by boat traffic on the Intracoastal Waterway have caused damage to boats, and that portions of the dock have been replaced.

Mr. Gianos continued that the subject dock existed prior to the Applicant's purchase of the property, and riprap was already present, although minimal, at the site. The Applicant's intent is to ensure the seawall is sound by preventing leakage or erosion. He confirmed that the width of the subject dock is between 6 ft. and 8.4 ft.

Mr. Nagy stated that the Town measures the length of a dock from the property line, while the County measures this length from the wet face of the seawall. He felt the existing seawall should be replaced rather than repaired; in addition, the platform of the dock could be any length if it were extended eastward.

Commissioner Strauss requested clarification of the age of the existing dock and seawall on the subject property. Mr. Chappell, representing the Applicant, replied that he did not know how long these structures have been present.

Commissioner Strauss asked how long it would take to replace the existing dock if the variance is granted. Glenn Bryant, also representing the Applicant, replied that this would take two months. He emphasized that the existing seawall is sound, although there has been seepage that was previously addressed by a contractor. He added that the riprap recommended for the project would provide a manatee habitat.

Vice Mayor Oldaker asked if the Applicant's team was familiar with the maximum height of boat wakes permitted by law. Mr. Chappell replied that the signage provided by the Florida Fish and Wildlife Commission specifies that wakes may be no higher than 15 in. in 25 miles per hour (MPH) zones.

Vice Mayor Oldaker also requested additional information on the difference between wakes and waves, including their effects on seawalls. Mr. Chappell stated that both conditions have the same effect, although they are created by different forces. A wake or wave striking a seawall will push water down, contributing to erosion at the base of the wall. Riprap can mitigate this erosion.

Vice Mayor Oldaker asked if, considering recent trends toward larger and faster boats, there is a trend toward the type of construction proposed by the variance as a possible

future Code standard. Mr. Chappell replied that while he could not opine on Code, the size of the dock and riprap proposed by the Applicant are smaller than those proposed for most other docks on the Intracoastal Waterway. He also pointed out that residential properties on this waterway have the option of implementing boat lifts to protect their vessels, while this is not an option for a commercial property.

Commissioner Malkoon advised that if there are existing Code issues on the subject site, these may be addressed with Town Staff or Code Enforcement. He asked if the Applicant would be able to construct a new 8 ft. dock with no or minimal riprap. Mr. Chappell confirmed that if a dock is less than 8 ft., riprap is not required; however, he pointed out that the riprap is proposed in part due to environmental and wake concerns. It was further clarified that the Applicant's property has not received any Code violations for charter boats or other issues since its inception.

The Commission took a brief recess from 9:19 p.m. until 9:32 p.m.

Mayor Vincent asked if the size of the proposed dock is standard for businesses of a similar size to the Applicant's restaurant, with the raising of the seawall and protection of the marine environment taken into consideration. Mr. Chappell replied that the standard docks installed by his company for Broward County restaurants, as well as for residential properties, are 10 ft. docks, which may be extended to 20 ft. if located in a wider portion of the waterway and depending upon the client's wishes.

Mayor Vincent asked if constructing these docks in other municipalities required variance requests. Mr. Chappell stated that most of these docks were not limited to 8 ft., and seawalls are often higher than the standard in order to anticipate further sea level rise. He advised that when the Town's 8 ft. Code limitation was established, its intent was likely to focus on residential properties.

At this time Mayor Vincent closed the public hearing and brought the discussion back to the Commission.

Commissioner Sokolow stated that Town Staff, as well as the Planning and Zoning Board, has considered this issue at length and determined that the Application meets the requirements necessary for a variance. He also noted that the documentation provided by the third party includes the statement that an over-water structure with a width greater than 8 ft. would require riprap beneath the entire length of that structure, although this was not discussed as part of the presentation.

Commissioner Sokolow continued that most of the opposition to the Application addressed other issues, such as parking, traffic, and noise, which he characterized as typical on the Intracoastal Waterway. He concluded that the Applicant has met requirements for the variance request.

Mayor Vincent observed that while he had not approached this Item with a predetermined conclusion, he agreed with Commissioner Sokolow that Town Staff and the Planning and Zoning Board have examined the issue. In addition, the subject property is commercially zoned and the proposed design appears to be "the way of the future" for the protection of seawalls on the Intracoastal Waterway.

Commissioner Strauss commented that all the concerns raised at tonight's meeting were valid, including the need for a new dock at the subject property. He noted that modern docks are required to be built higher and better to meet sea level rise specifications. He felt all the concerns raised by neighbors of the subject property can be addressed by the Applicant, or if not, brought to the attention of Code Enforcement.

Vice Mayor Oldaker recalled that one suggestion made by the third party was that the Applicant extend the dock on its north end, farther away from the residential property than the required 5 ft. setback. He proposed that any motion on the Item take this possibility into consideration.

Commissioner Malkoon noted the importance of the subject property to the Town, as well as the Applicant's interest in investing in the protection of this property.

Commissioner Sokolow made a motion to approve the variance request.

Town Attorney Trevarthen noted that this **motion** would also include the recommendations of Staff, with their findings on the variance criteria. Commissioner Sokolow confirmed that this was his intent.

Vice Mayor Oldaker seconded the motion. Motion carried 5-0.

8. TOWN MANAGER REPORT

a. Town Manager Report for February 22, 2022

Town Manager Linda Connors introduced Assistant Development Services Director Chris Suneson. She also reminded all present that early voting in the upcoming election

will begin on February 26, 2022, and will run through March 6, 2022. The closest location for early voting will be Larkins Community Center in Pompano Beach.

Town Manager Connors also reminded the public that the Town is seeking applicants for the Planning and Zoning Board, Audit Committee, and Firefighters' Pension Board of Trustees. She encouraged interested individuals to fill out applications for consideration at an April 2022 Commission meeting.

Town Manager Connors recalled that a walking audit was held the previous week in conjunction with the Florida Department of Transportation (FDOT). Town Staff met with FDOT Staff and contractors as well as BSO Captain Palmer. The audit identified safety issues along A1A, including the need for more crosswalks on this roadway, as well as portions of damaged sidewalks. The need for crosswalks was strongly emphasized to FDOT, and Staff will follow up with the Broward Metropolitan Planning Organization (MPO) to determine whether or not there may be other alternatives to construct crosswalks in the Town.

With respect to Anglin's Pier, Town Manager Connors confirmed that the property owner has a permit and has begun construction on this structure. The issue has gone back to the Special Magistrate, and $53,000 in fines has accrued on the property. The Special Magistrate has required a monthly meeting between the Building Official, Code Enforcement Officer, and contractor for the pier in order to provide regular updates to the Town on their progress.

Another structure of interest to the Town is the Sea Lord Annex building. The Building Official has issued a Stop Work order for the roof and exterior of this building, although work is permitted to continue on the interior. The work originally approved for the building's roof has changed, which led to the Stop Work order. The contractor must now provide the Town with information on the new plans for the roof and how these plans meet Town Code. The property has been cited and will go before the Special Magistrate on Thursday, February 24, 2022.

Town Manager Connors advised that the Town recently received a $150,000 check from Pompano Beach to be used toward the Palm Club project. The Town is still working to secure funds for this project from Broward County as well. She concluded that the Town is seeking volunteers to assist with the Visitors Center.

9. <u>TOWN ATTORNEY REPORT</u>

Town Attorney Trevarthen stated that a bill that would restore municipalities' ability to regulate smoking on beaches and parks seems to be headed for approval in the Florida Legislature. Other bills continue to challenge home rule.

Town Manager Connors noted that the Town's lobbyist recently addressed a proposed bill that would have mandated a two-day turnaround for review in conjunction with Certificates of Occupancy (COs). The lobbyist worked with local representatives and other organizations to make significant amendments to this bill, which now proposes two working days for single-family homes that have paid all fees and ten working days for all other COs.

10. APPROVAL OF MINUTES

a. Approval of Minutes: January 10, 2022 Special Commission Meeting & January 11, 2022 Commission Meeting

At this time Mayor Vincent opened public comment.

Gary Grisco, resident, addressed a permit for a single-family home at 4112 El Mar Drive, which was discussed at the January 10, 2022 Commission meeting. He pointed out that the final motion made on p.25 of the minutes refers to conditions that were submitted and amended by the plan and features that were entered by the Seaward property's architect, as well as the phrase "referred to earlier in this evening." He requested clarification that these conditions were taken into consideration, pointing out that only the architect's drawings were available at that time and did not rise to the standard of plans for any proposed changes.

Town Attorney Trevarthen explained that the Town regularly videotapes all its Commission and advisory body meetings in order to maintain an exact record of the proceedings. The minutes are intended to be a summary document rather than a complete statement of all activity. Mr. Grisco's concerns would be addressed in the final development order for the subject property, on which his and the Applicants' attorneys have been engaged with the Town.

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

11. CONSENT AGENDA

a. **2022 Club Car Carryall 710 LSV Lease**

b. **Special Event Application for LBTS VFD Annual Easter Egg Hunt Saturday, April 16, 2022**

Commissioner Sokolow made a motion, seconded by Commissioner Strauss, to approve all of the Consent Agenda. Motion carried 5-0.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. **Application for Relief of Code Compliance Lien at 5000 N Ocean Boulevard, Unit #1711 (Sea Ranch Club B)**

Senior Code Compliance Inspector Bethany Banyas presented the application for relief of Code Compliance lien #15110003 for the property at 5000 N Ocean Boulevard, Unit #1711. The current property owner's representative requests 100% mitigation of the fines.

The violation that occurred was work without permits on a kitchen and flooring remodel. It was found on November 5, 2015, at which time a Stop Work order was posted by the Fire Marshal during a routine fire inspection of the Sea Ranch Club B building. A notice of violation was also issued by a Code Officer. The property came into compliance on August 10, 2021. The permit for the work was obtained in August of 2016 but was not closed until August 2021. The fine of $200/day ran for 2025 days, totaling $405,000 in Code fines.

Under the Town's procedures for relief from Code Enforcement liens, the Commission is required to consider all relevant factors to determine what relief is appropriate. The criteria include:

- Nature and gravity of the violation
- Direct impact of violation on the building itself
- Length of the time of violation

Senior Code Inspector Banyas explained that work without a permit is a serious violation, as the Town cannot know whether or not construction was completed properly

and requirements of Florida Building Code were met. There were no complaints lodged against the subject property by surrounding units. The violation existed for 2025 days from its issuance to the date upon which it was cured, and 285 days until the permit was issued. $4305.15 was recorded in out-of-pocket expenses by the Town. There have been no other violations on the property.

Senior Code Inspector Banyas recommended that if the Commission determines that fines should be reduced, Staff asks that these be paid within 30 days, which would be by March 24, 2022. The mitigation application fee and hearing costs have been paid.

Commissioner Strauss requested clarification of what occurred with the property's contractor, as well as whether or not the work was completed properly. Senior Code Inspector Banyas explained that a letter from the property owner states that he had not received notification of an expired permit. She could not confirm whether or not the contractor received communications from the Town, although she noted that the contractor may have been referring to an expired permit notice, which is sent via regular mail from the Building Department to the contractor and owner. This notice is sent to the address of the owner on file with the Broward County Property Appraiser's Office as well as to the contractor's mailing address.

With regard to inspections, work began on the property, permits were obtained, and inspections were made until January 2017, at which time inspection notices began to be issued from the Building Department. The Building Department did not receive any communication to request a final structural inspection. The permit was not extended. No action occurred until the permit was renewed on May 25, 2021. Senior Code Inspector Banyas pointed out that the Town was very short-staffed for approximately one month due to the COVID-19 pandemic, which may have contributed in part to the delay.

The permit has been closed out and all work was done properly. The Town's expense of $4305.15 occurred in double permit fees and a renewal fee, as so much time had passed when the permit was renewed that revisions were necessary to bring some items up to Code.

Mayor Vincent observed that from the time of the notice of violation until one year later, all but two inspections were passed; however, there was no communication from the property for roughly two and a half years. Senior Code Inspector Banyas advised that she did not have any information on this time period.

Dieter Aranda, general contractor representing the Applicant, stated that he was not the original contractor who worked on the property. The owner had purchased the unit and work was being done on the apartment when the Fire Marshal informed her that permits were necessary. The owner is a resident of Peru and was not aware of permitting requirements. She then contacted Mr. Aranda, who pulled permits for the work in 2016.

The owner passed away and the unit was inherited by her son, who contacted Mr. Aranda when he was made aware of the Town's issues with the property. The permit was reopened and then closed.

Mayor Vincent noted that the $200/day fine began to accrue on January 25, 2016, when a Special Magistrate hearing was held. The Special Magistrate certified a lien on the property, including unpaid hearing costs. No respondent representing the owner or contractor appeared at the hearing. He asked if the issuance of a permit on September 2 brought the property into compliance under Florida Statutes. Senior Code Inspector Banyas replied that she did not have this information at hand but could research it further if that is the Commission's desire.

Mayor Vincent explained that his concern was for the amount of fines accrued, which may be significantly less for the time between the Special Magistrate hearing and the issuance of the permit. Senior Code Inspector Banyas stated that if the fines had stopped on the day the permit was pulled, the fine would have accrued for 203 days, totaling $40,600.

Mayor Vincent emphasized that some of the fines are the responsibility of the contractor, who had an obligation to his client as a licensed contractor. Commissioner Strauss agreed, also noting that $40,600 appeared to be a more accurate amount from which to calculate potential mitigation than $405,000. Commissioners Sokolow and Malkoon also agreed with this figure, with Commissioner Sokolow estimating that a 20% mitigation of $8120 would be appropriate.

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to mitigate the fine amount to $8120, with no additional costs and/or fees, to be paid within 30 days. Motion carried 4-1 (Commissioner Malkoon dissenting).

It was noted that if the mitigated fine is not paid within 30 days, it would revert back to the estimated amount of $40,600.

b. Renewal of Town Contracts

Town Manager Connors explained that each year, Staff brings forward contracts that are up for renewal. The Commissioners' backup materials included continuing contracts with renewal periods as well as other contracts recommended for renewal. Staff is also working on a number of contracts that do not have renewal periods, which will be brought forth over the coming year.

Commissioner Malkoon made a motion, seconded by Vice Mayor Oldaker, to approve. Motion carried 5-0.

14. COMMISSIONER COMMENTS

Vice Mayor Oldaker and Commissioner Strauss encouraged residents to vote in the upcoming election.

Commissioner Strauss recalled that the recent A1A marathon had been a good advertisement for the Town.

Mayor Vincent thanked Commissioner Sokolow for his eight years of service to the Town. All present recognized the Commissioner's contributions to the Town with a round of applause. Commissioner Sokolow thanked the Mayor for his comments.

Commissioner Malkoon also recognized Commissioner Sokolow for his service to Lauderdale-By-The-Sea.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

a. **Ordinance 2022-01 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY CREATING CHAPTER 9, "FLOOD PREVENTION AND CONTROL," ARTICLE XI, "RESILIENCY STANDARDS FOR TIDAL FLOOD PROTECTION" TO ESTABLISH TIDAL FLOOD PROTECTION AND BARRIER INFRASTRUCTURE STANDARDS THAT ACCOUNT FOR PROJECTED SEA LEVEL RISE, AND PROVIDE FOR ABATEMENT OF NUISANCE FLOODING AND**

REAL ESTATE SALE DISCLOSURES; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve. Motion carried 5-0.

17. RESOLUTIONS – PUBLIC COMMENTS

a. RESOLUTION NO. 2022-08 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HUGH JOHNSON LANDSCAPE ARCHITECTURE INC. DBA ARCHITECTURAL ALLIANCE LANDSCAPING; AUTHORIZING THE TOWN MANAGER TO EXECUTE A WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment.

Ann Marchetti, resident, recommended that the company which worked on the Downtown redevelopment in 2014 be retained for the permanent extension of outdoor dining and continued use of Connie Hoffmann Plaza. The work is expected to take five weeks for conceptual design and 10 weeks for schematic design, and is estimated to cost $26,600. She emphasized the importance of timely progress on this work and estimated that these provisions should be complete by late May 2022, with construction to begin in the fall.

Barbara Cole, resident, stated that she hoped the proposed design would not negatively impact affected businesses and ensure a smooth transition.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 5-0.

b. RESOLUTION NO. 2022-09 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ACCEPTING A GIFT IN THE AMOUNT OF $25,000 FROM THE AMENDED AND RESTATED ALICE J. RUTTEN TRUST UAD 11-16-2017; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE RECEIPT FOR THE GIFT; AND PROVIDING FOR AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Town Manager Connors explained that the Town received $25,000 from the trust of Alice J. Rutten for the use of the Community Center. Approval is required to receive these funds. A budget transfer will be made at a later date, and there will be additional discussion of how the funds will be used.

Commissioner Strauss made a motion, seconded by Vice Mayor Oldaker, to accept $25,000. Motion carried 5-0.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 10:48 p.m.

_____

Mayor Chris Vincent

ATTEST:

_____ _____

Town Clerk Date

Agenda Item No: 11.a

Town Commission Agenda Item Report

Meeting Date: March 22, 2022
Submitted by: Lucila Lang, Director of Finance and Budget
Submitting Department: Finance Department
Item Type: Consent
Agenda Section: CONSENT

Subject Title: Budget Timeline

Explanation: The proposed budget timeline (**Exhibit 1**) sets forth dates and times to discuss significant budget items. It also includes proposed dates and times for public hearings to adopt the fire assessment fee, millage rate and budget.

Per state law, taxing authorities are required to send a notice via first-class mail notifying all affected property owners their intent to levy a non-ad valorem assessment. The first-class notice must be sent at least 20 days prior to the public hearing to adopt the non-ad valorem assessment. Given the administrative burden associated with creating and mailing the Town's first-class notices, the TRIM notice serves as the Town's first-class notice of the non-ad valorem hearing.

Staff reviewed the Property Appraiser's schedule (**Exhibit 2**) for mailing TRIM Notices this year and determined that we must hold the hearing to adopt the fire assessment on Wednesday, September 14th. The resolution adopting a non-ad valorem assessment is due to the Property Appraiser's office by midnight on September 15th. The second public hearing (to adopt the final millage rate and final budget) will be scheduled for 6:00 p.m. on Tuesday, September 27th.

Recommendation: Staff recommends that the Commission approve the Proposed Budget Calendar which schedules the first public hearing (to adopt the proposed millage rate and tentative budget, final fire assessment) for 6:00 p.m. on Wednesday, September 14th; and the second public hearing (to adopt the final millage rate and final budget) for 6:00 p.m. on Tuesday, September 27th.

Attachments:

Exhibit 1: 2023 Proposed Budget Timeline
Exhibit 2: Tax Roll Calendar

TOWN OF LAUDERDALE-BY-THE-SEA
PROPOSED: FY22-23 BUDGET TIMELINE
As of March 22, 2022

Date	Responsibility	Action Required
Tuesday, June 14, 2022	Commission Meeting	Present BSO budget request
Tuesday, June 28, 2022	Commission Meeting	Present Fire Assessment Fees, VFD Budget, and Non-Profit Organizations Requests.
Tuesday, July 12, 2022	6:30 p.m. Commission	Ad Valorem tax rate.
Friday, July 15, 2022	Town Manager Finance Director	Send Draft Manager's recommended budget & budget message to the Commission.
Monday, July 18-Wednesday, July 20, 2022	Individual Meetings with Commissioners	Answer Commissioners' questions regarding line items in budget.
Tuesday, July 26, 2022	5:30 p.m. Special Commission Meeting	Approve tentative millage rate and proposed fire assessment fees.
Thursday, August 4, 2022	Finance Director	Town to certify roll-back rate, proposed millage rate, and time, date and place of the first required public hearing via DOR's etrim application. Town to certify proposed non-ad valorem rates to the Property Appraiser.
Friday, August 5, 2022	Town Clerk	Send ad to paper to publish on August 15th for Fire Assessment Fee.
Tuesday, August 16, 2022	Town Clerk	Publish ad for Fire Assessment Fee. ***Comments:*** *Must be published at least 20 days before hearing to adopt fire assessment fee.*
Wednesday, August 24, 2022	County Property Appraiser	Deadline to mail Notice of Proposed Tax Bill and Public Hearing Dates (TRIM Notice).
Thursday, September 8, 2022	**County Commission School Board**	**Florida Statute requires "hearing dates scheduled by the County Commission and School Board shall not be utilized by any other Taxing Authority within the County for its public hearings. This date has been confirmed for the Broward County Commission 1st Public Hearing.**
Wednesday, September 14, 2022	6:00 p.m. Mayor and Commission	Hold 1st Public Hearing to Adopt Proposed Millage Rate and Tentative Budget. Adopt final Fire Assessment fee. Review any budget revisions. ***Comments:*** *LBTS hearing cannot conflict with County hearings on September 9th and September 21st or the Schoold district hearing on September 14th.* *If the TRIM Notice is utilized for the first-class notice, the non-ad valorem hearing cannot be held prior to September 12th and must be e-mailed to the Revenue Collector's office by midnight on September 15th.*
Tuesday, September 13, 2022	**County Commission School Board**	**Florida Statute requires "hearing dates scheduled by the County Commission and School Board shall not be utilized by any other Taxing Authority within the County for its public hearings. This date has been confirmed for the School Board 2nd Public Hearing.**

TOWN OF LAUDERDALE-BY-THE-SEA
PROPOSED: FY22-23 BUDGET TIMELINE
As of March 22, 2022

Thursday, September 15, 2022	Town Clerk	Submit Fire Assessment & Tentative Budget resolutions to Property Appraisers office. ***Comments:*** *Must be received within 3 days of adoption.*
Tuesday, September 20, 2022	**County Commission School Board**	**Florida Statute requires "hearing dates scheduled by the County Commission and School Board shall not be utilized by any other Taxing Authority within the County for its public hearings. This date has been confirmed for the Broward County Commission 2nd Public Hearing.**
Sunday, September 18, 2022	Town Clerk	Advertise Final Public Hearing on final millage rate and final budget. ***Comments:*** *Per TRIM, within 15 days of Tentative Budget Hearing, the City must advertise its intent to adopt a final millage rate and budget.*
Tuesday, September 27, 2022	6:00 p.m. Mayor and Commission	Hold Final Public Hearing to adopt final millage rate and final budget. Incorporate final changes to budget. ***Comments:*** *A public hearing to adopt a final millage rate and budget shall not be less than 2 days or more than 5 days after the advertisement is first published. Cannot conflict with County Commission hearing on September 21st.*
Thursday, September 29, 2022	Town Clerk	Forward adopting resolution to County. ***Comments:*** *Within 3 days of Final Public Hearing, the resolution adopting the final millage rate shall be forwarded to the County Property Appraiser.*
Friday, October 21, 2022	Town Clerk	Forward Certification of Compliance to County. ***Comments:*** *Withing 30 days of Final Hearing, the taxing authority shall certify that they have complied with provisions of Chapter 200, State of Florida Statutes.* *Town submits Certificate of Compliance and DR-487 to Department of Revenue.*

2022 TAX ROLL CALENDAR

June 1 (Wed)	Property Appraiser notifies taxing authorities of estimate of taxable value.
July 1 (Fri)	Property Appraiser submits Certification of Values to ad valorem taxing authorities, special assessment districts, and Department of Revenue.
Aug 4 (Thur)	Ad valorem taxing authorities to certify their roll-back rate, proposed millage rate, and time, date, and place of the first required public hearing via DOR's etrim application. Taxing authorities to certify proposed non-ad valorem rates to the Property Appraiser.
Aug 12 (Fri)	Property Appraiser begins to mail Proposed Property Tax Notices (Trim Notices).
Aug 24 (Wed)	Last day for Property Appraiser to mail TRIM Notices. August 24 to September 19: Review and filing period to Value Adjustment Board.
Sept 3 - 18	Ad valorem taxing authorities hold public hearings on tentative budget per Tax Notice. Within 15 days after adopting tentative budget, ad valorem taxing authorities advertise intent to adopt final millage rate and budget. Public hearing to be held 2 to 5 days after published advertisement, **after 5 PM** if not on Saturday, no Sunday hearings. 3 days after adoption of final millage rate, ad valorem taxing authorities deliver the Resolution or Ordinance adopting the final millage rate to Property Appraiser and Revenue Collector.
(TBA)	Majority vote of County Commission to extend Tax Roll and prepare tax bills prior to the completion of the 2022 Value Adjustment Board hearings.
Oct 21 (Fri)	Tax Roll certified to Revenue Collector except for Value Adjustment Board cases.

NOTE For deadlines regarding notification and public hearing on adoption of a new or amended non-ad valorem assessment roll, refer to F.S. 197.3632 (4)(a) and (b). If the TRIM Notice is utilized for the first-class notice, the non-ad valorem hearing **cannot be held prior to September 12th** in order for Property Appraiser to guarantee the 20-day notice requirement. Final adopted non-ad valorem rates are to be certified to the Revenue Collector no later than September 15th.

Agenda Item No: 17.a

Town Commission Agenda Item Report

Meeting Date: March 22, 2022
Submitted by: Lucila Lang, Director of Finance and Budget
Submitting Department: Finance Department
Item Type: Resolutions
Agenda Section: RESOLUTION

Subject Title: Resolution 2022-08. A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING A 5% INCREASE IN TOWN COMMISSIONER SALARIES, EFFECTIVE MARCH 23, 2022; DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EFFECTUATE THE 5% SALARY INCREASE FOR THE TOWN COMMISSION; PROVIDING FOR CONFLICT, SEVERABILITY AND FOR AN EFFECTIVE DATE **(Exhibit 1)**.

Explanation: The current salary for Town Commissioners was established October 8, 2016. For the last several years, the Town has included an increase in the budget for Commission salaries but this increase has not been accepted. According to usinflationcalculator.com, the cumulative inflation rate since 2016 is 18.2%. If the Commission were to adjust the Commission salaries for inflation, the salaries would be adjusted to the following:

	2016 (Current) Salary	Inflation Adjusted Salary
Mayor	$13,173	$15,572
Commission	$12,411	$14,671

The Town's FY22 budget allocated a 5% increase for Commission Salaries for which no action has yet to be taken. The salaries including the increase would be as outlined below.

	Current Salary	Salary with 5% Increase
Mayor	$13,173	$13,832
Commission	$12,411	$13,031

To assist the Commission in their decision making, staff reviewed the 2021 PEPIE Annual Salary survey in which 82 Florida municipalities participated **(Exhibit 2)**. While not all communities included in the survey are equivalent to the Town, the range for the survey was as follows:

Mayor	$500-$206,218
Commissioner	$200 - $99,774

Staff surveyed the following communities to determine what were the salaries for their elected officials as they are similar in size to Lauderdale-By-The-Sea. There is no indication if the salaries were recently adjusted. The brief survey is provided below.

Municipality	Mayor	Commission
Highland Beach	$15,000	$12,000
Lighthouse Point	$18,000	$ 1,800
Wilton Manors	$11,500	$ 9,750

As with many other municipalities, the Town elected officials are given the option to join the Town's health benefit program. Some other benefits that municipalities provide to their elected officials are expense accounts, cell phones and/or car allowances, none of which LBTS provides.

Section 2-22 of the Code provides that the Commission shall set their own compensation by Resolution. If the Commission adopts the resolution to increase their salaries by 5%, the increase will be effective March 23, 2022. If the Commission would like to increase according to inflation, the resolution would need to be amended and a budget amendment processed. As a reminder, Section 215.425(1) of the Florida Statutes prohibits retroactive pay increases for elected officials except for certain limited situations involving compensation determined by the school board.

Recommendation: Direction from the Commission on salary increases. If the Commission approves the 5% salary increase, staff recommends approval of Resolution 2022-08, implementing the salary increase, per the Town Code requirements.

If a different increase is approved, the resolution should be amended accordingly. For example, a raise to accommodate inflation would amend the salaries to $15,572 for the Mayor and $14,671 for Commissioners.

Attachments:

Ex. 1 Resolution 2022-08
Ex. 2 PEPIE Annual Salary Survey

RESOLUTION NO. 2022-08

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING A 5% INCREASE IN TOWN COMMISSIONER SALARIES, EFFECTIVE MARCH 28, 2022; DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EFFECTUATE THE 5% SALARY INCREASE FOR THE TOWN COMMISSION; PROVIDING FOR CONFLICT, SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the current salary for Town Commissioners was established on October 8, 2016 and

WHEREAS, at the September 28, 2022 Commission Meeting, the Town Commission approved the Town Budget for the Fiscal Year commencing on October 1, 2021, which included the budgeted amount necessary to pay for a 5% increase in Town Commissioner salaries; and

WHEREAS, Section 2-22 of the Code of Ordinances of the Town of Lauderdale-By-The-Sea provides that the Town Commission shall, by resolution, determine and fix reasonable compensation of the Town Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:

Section 1. Each "WHEREAS" clause set forth is true and correct and herein incorporated by this reference.

Section 2. The current salaries provided to Town Commissioners are hereby increased by 5%, effective as of March 23, 2022.

Section 3. The appropriate Town officials are authorized to take all actions necessary to implement the salary increase provided for in this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section or other part of this resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED on this ___ day of March, 2022.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Neysa Herrera, Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Mayor

Organization	County	Your Title	EE Category	Type of Government	Minimum	Midpoint	Maximum	Actual Salary	Comments
City Of Boca Raton	Palm Beach County	Mayor		CM				$38,000	Annual
City Of Boynton Beach	Palm Beach County	City Mayor	PT	CM				$23,823	yearly rate
City Of Casselberry	Pinellas County	Mayor	PT	CM	$0	$5,000,000	$9,999,999	$10,170	
City Of Clearwater	Pinellas County	Mayor	PT	CM	$28,659	$28,659	$28,659	$28,659	
City Of Coconut Creek	Broward County	Mayor	FT	CM			$35,442		
City Of Deerfield Beach	Broward County	Mayor	PT	CM	Contractual	Contractual	Contractual	$41,296	
City Of Delray Beach	Palm Beach County	Mayor	PT	CM				$13,708	plus exp and car allowance
City Of Dunedin	Pinellas County	Mayor	PT	SM	$10,000	$12,500	$15,000	$15,000	
City Of Fort Myers	Lee County	Mayor	PT	CM				$42,419	
City Of Fort Pierce	St. Lucie County	Mayor		SM	$30,000	$45,000	$60,000	$33,602	
City Of Greenacres	Palm Beach County	Mayor	PT	CM				$16,731	COLA annually, expense allowance of $500 monthly, City health insurance, retirement, City cellphone, City laptop
City Of Haines City	Polk County	Mayor		CC				$13,897	
City Of Hallandale Beach	Broward County	Mayor		CM				$35,000	
City Of Hollywood	Broward County	Mayor	PT	CM				$41,739	
City Of Jacksonville	Duval County	Mayor	FT	SM	$0	$240,000	$480,000	$206,218	
City Of Lake Worth Beach	Palm Beach County	Mayor	PT	SM				$40,962	ANNUAL SALARY
City Of Lakeland	Polk County	Mayor	PT	CC	$44,600	$44,600	$44,600	$44,600	
City Of Largo	Pinellas County	Mayor	PT	CM	$24,819	$24,819	$24,819	$24,819	
City Of Lauderdale Lakes	Broward County			CM			$11,000	$11,000	
City Of Lauderhill	Broward County	Mayor	PT	CC	$41,037	$52,029	$63,021		
City Of Margate	Broward County	Mayor	FR	CM	$35,983	$35,983	$35,983	$35,983	
City Of Miami	Miami-Dade County	City Mayor	FR	CC				$97,000	
City Of Miami Beach	Miami-Dade County	Mayor	FT	CM	$10,000	$10,000	$10,000	$10,000	Mayor Allowance-$24,000 & Car Allowance $6,000
City Of North Miami	Miami-Dade County	Mayor	PT	CM	$71,880	$71,880	$71,880	$71,880	
City Of North Port	Sarasota County	Mayor		CM				$32,999	
City Of Oakland Park	Broward County	Mayor	PT	CM				$18,740	
City Of Palm Beach Gardens	Palm Beach County	Mayor	PT	CM				$34,146	
City Of Palmetto	Manatee County	Mayor	FT	SM				$65,635	(plus $3600 car allowance per year and up to 10% match to 457 (b) account for pension)
City Of Parkland	Broward County	Mayor	FR	CM				$36,269	Commission - Manager Govt
City Of Pembroke Pines	Broward County	Mayor	PT	SM				$45,853	
City Of Pompano Beach	Broward County	Mayor	FR	CM				$40,217	
City Of Safety Harbor	Pinellas County	Mayor	PT	CM				$799	
City Of Sarasota	Sarasota County	City Commissioner	PT	CM				$29,515	Based on formula in City Charter
City Of St. Augustine	St. Johns County	Mayor	PT	CM				$23,374	
City Of St. Augustine Beach	St. Johns County	Mayor	PT	CM	$8,034		$8,034	$8,034	considered stipend
City Of Stuart	Martin County	Mayor	PT	CM				$18,000	
City Of Sunrise	Broward County	Mayor	PT	CC	$39,836	$44,792	$ 49,748.00	$47,352	
City Of Tamarac	Broward County	Mayor	PT	CM	$60,540		$60,540	$60,540	
City Of Treasure Island	Pinellas County	Mayor	PT	CM	$7,400		$7,400	$7,400	

Mayor

Organization	County	Your Title	EE Category	Type of Government	Minimum	Midpoint	Maximum	Actual Salary	Comments

City Of Wauchula	Hardee County	Mayor	PT	CC	$500		$500	$6,000	
City Of West Palm Beach	Palm Beach County	Mayor	FR	SM				$150,000	
City Of Wilton Manors	Broward County	Mayor	PT	CC				$11,500	Cell phone stipend, medical, dental, life, vision
Hillsborough County Tax Collector	Hillsborough County	Tax Collector	FR					$178,927	Based on population of county
Martin County Bocc	Martin County	Chair		CC			$100,000	$65,093	
Miami-Dade County	Miami-Dade County	County Mayor	FR	SM	$200,000		$200,000	$200,000	Elected position (flat salay)
Palm Beach County School District	Palm Beach County	Superintendent Of Schools	FT					$306,168	Appointed by the Board
The City Of Coral Springs	Broward County	Mayor	PT	CM	$23,807	$23,807	$23,807	$23,807	Expense Allowance of $4,054.99
Town Of Juno Beach	Palm Beach County	Mayor	PT	CM	$500		$500	$500	
Town Of Jupiter	Palm Beach County	Mayor	PT	CM	$22,200		$22,200	$22,200	
Town Of Lantana	Palm Beach County	Mayor	PT	CM	$10,800		$10,800	$10,800	3600 annual stipend
Town Of Ocean Ridge	Palm Beach County	Town Mayor		CC	$1,200		$1,200	$1,200	
Village Of North Palm Beach	Palm Beach County	Mayor	PT	SM	$10,800		$10,800	$10,800	
Village Of Palmetto Bay	Miami-Dade County	Mayor	PT	CM				$24,000	Contribution to Village Benefits (Medical, Dental, Life/ADD, 401a defined contribution), Village-Issued Phone OR Phone Allowance of $220/month
Village Of Royal Palm Beach	Palm Beach County	Mayor	PT	CM				$10,812	Auto allowance $6283
Village Of Tequesta	Palm Beach County	Mayor		CM				$7,900	

	Minimum	Midpoint	Maximum
Average:	$29,678	$433,390	$437,536
3rd Quartile:	$37,910	$52,029	$60,405
1st Quartile:	$7,717	$24,819	$10,800
Median:	$22,200	$44,600	$26,739

Actual Salary Results

3rd Quartile:	$42,419	Simple Average:	$45,190
1st Quartile:	$11,500		

Agency Commissioner/Council Member

Organization		Your Title	EE Category	Type of Government	Minimum	Midpoint	Maximum	Actual Salary	Comments
Alachua County Bocc	Alachua County	County Commissioners (Total 5 Commissioners)	FT	CC				$81,897	Annual
Charlotte County Bocc	Charlotte County	County Commissioner		CC				$73,338	
City Of Boca Raton	Palm Beach County	Council Member		CM				$28,000	4 positions; yearly rate.
City Of Boynton Beach	Palm Beach County	City Commissioner	PT	CM				$19,854	
City Of Casselberry	Pinellas County	Commissioner	PT	CM	$0	$5,000,000	$9,999,999	$8,605	No pay range
City Of Clearwater	Pinellas County	Councilmember	PT	CM	$23,883	$23,883	$23,883	$23,883	
City Of Coconut Creek	Broward County	Commissioner	FT	CM			$32,802		Expense Allowance of $3,243.76
City Of Deerfield Beach	Broward County	Commissioner	PT	CM	Contractual	Contractual	Contractual	$34,465	Salary set by State
City Of Delray Beach	Palm Beach County	Commissioner	PT	CM				$10,272	plus exp and car allowance
City Of Dunedin	Pinellas County	Commissioner	PT	CC	$8,000	$9,750	$11,500	$11,500	
City Of Fort Myers	Lee County		PT	CM				$32,629	
City Of Fort Pierce	St. Lucie County	City Commissioner		CC	$23,000	$36,500	$50,000	$25,756	
City Of Greenacres	Palm Beach County	Councilmember	PT	CM				$13,594	
City Of Haines City	Polk County	Commissioner		CC				$11,580	
City Of Hallandale Beach	Broward County	Commisioner		CM				$35,000	
City Of Hollywood	Broward County	Commissioner	PT	CM				$30,755	

City Of Jacksonville	Duval County	Council Member	FT	SM	$0	$240,000	$480,000	$52,642	19 Council Members, one serves as President for a one year appointment at a higher salary
City Of Lake Worth Beach	Palm Beach County	City Commissioner	PT	CC				$35,192	ANNUAL SALARY
City Of Lakeland	Polk County	City Commissioner	PT	CC	$29,733	$29,733	$29,733	$29,733	
City Of Largo	Pinellas County	Commissioner	PT	CM	$16,547	$16,547	$16,547	$16,547	
City Of Lauderdale Lakes	Broward County			CM			$9,000	$9,000	
City Of Lauderhill	Broward County	Commission	PT	CC	$34,143	$43,799	$53,455		
City Of Marco Island	Collier County	City Council Member	PT	CM	$6,000	$6,000	$6,000	$6,000	Chair is $9,000 annually
City Of Margate	Broward County	City Commissioner	FR	CM	$34,663	$34,663	$34,663	$34,663	
City Of Miami	Miami-Dade County	City Commissioner	PT	CC				$58,200	
City Of Miami Beach	Miami-Dade County	Commissioner	FT	CM	$6,000	$6,000	$6,000	$6,000	Commissioner Allowance- $27,000,Car Allowance $6,000& Cell Phone Allowance $1,300
City Of North Miami	Miami-Dade County	Council Member	PT	CM	$59,910	$59,910	$59,910	$59,910	
City Of North Port	sarasota County	Mayor		CM				$31,799	
City Of Oakland Park	Broward County		PT	CM				$16,535	
City Of Palm Beach Gardens	Palm Beach County	Council Member	PT	CM				$32,082	
City Of Palmetto	Manatee County	Commissioner	PT					$13,911	(plus up to 10% match to 457 (b) account for pension)
City Of Parkland	Broward County	Commissioner	FR	CM				$32,949	Commission - Manager Govt
City Of Pembroke Pines	Broward County	Commissioner	PT	CC				$23,386	
City Of Pompano Beach	Broward County	Commissioner	FR	CM				$37,535	
City Of Safety Harbor	Pinellas County	Commissioner	PT	CM				$699	
City Of Sarasota	Sarasota County	City Commissioner	PT	CM				$29,515	Based on formula in City Charter
City Of St. Augustine	St. John County	Commissioner	PT	CM				$17,530	
City Of St. Augustine Beach	St. John County	Commissioner	PT	CM	$6,694	$6,694	$6,694	$6,694	considered stipend

Agency Commissioner/Council Member

Organization		Your Title	EE Category	Type of Government	Minimum	Midpoint	Maximum	Actual Salary	Comments
City Of Stuart	Martin County	City Commissioner	PT	CM				$18,000	
City Of Sunrise	Broward County	City Commissioner	PT	CC	$39,836	$44,792	$49,749	$47,352	
City Of Tamarac	Broward County	Commissioner	PT	CM	$50,240	$50,240	$50,240	$50,240	
City Of Treasure Island	Pinellas County	Commissioner	PT	CM	$5,400	$5,400	$5,400	$5,400	
City Of Wauchula	Hardee County	City Commissioners	PT	CC	$500	$500	$500	$6,000	
City Of West Palm Beach	Palm Beach County	City Commissioner	PT	SM				$35,000	
City Of Wilton Manors	Broward County	Commissioner	PT	CC				$9,750	Cell phone stipend, medical, dental, life, vision
Clay County Board Of County Commissioners	Clay County	County Commissioner	FT					$37,000	5 Commissioners
Collier County Bocc	Collier County	Commissioner		CC				$89,573	5 Board Members
Fort Myers Beach Fire Control District	Lee County	Fire Commissioner	PT	CC	$6,000	$6,000	$6,000	$6,000	
Lee County Board Of County Commissioners	Lee County	County Commissioner	FR	CC				$99,774	Annual rate set by state
Martin County Bocc	Martin County	Commissioner		CC			$100,000	$65,093	
Miami-Dade County	Miami-Dade County	County Commissioner	FR	SM	$6,000	$6,000	$6,000	$6,000	Elected position (flat salay)
Palm Beach County School District	Palm Beach County	Board Members (7)	PT					$46,773	Elected by PBC Voters
Polk County Board Of County Commissioners	Polk County	Commissioner-District 1	FR	CC				$45,429	Elected Official
Sarasota County Government	Sarasota County	Commissioner	FT	CC				$91,568	5 Incumbents
St. Lucie County Bocc	St. Lucie County	County Commissioner	FR	CC				$84,843	5 Commissioners
The City Of Coral Springs	Broward County	City Commissioner	PT	CM	$19,045	$19,045	$19,045	$19,045	
Town Of Juno Beach	Palm Beach County	Councilmember	PT		$200	$200	$200	$200	
Town Of Jupiter	Palm Beach County	Town Council	PT	CC	$18,600	$18,600	$18,600	$18,600	
Town Of Lantana	Palm Beach County	Council Member	PT	CM	$7,200	$7,200	$7,200	$7,200	2400 annual stipend

2021 PEPIE ANNUAL SALARY SURVEY
ELECTED OFFICIALS

Town Of Ocean Ridge		Town Commissioner		CC	$1,200	$1,200	$1,200	$1,200	
Village Of North Palm Beach	Palm Beach County	Council	PT	CM	$9,000	$9,000	$9,000	$9,000	
Village Of Palmetto Bay	Miami-Dade County	Council Member	PT	CM				$12,000	Contribution to Village Benefits (Medical, Dental, Life/ADD, 401a defined contribution), Village-Issued Phone OR Phone Allowance of $120/month
Village Of Royal Palm Beach	Palm Beach County	Councilperson	PT	CM				$10,813	Auto allowance $6283
Village Of Tequesta	Palm Beach County	Council Member		CM				$7,900	

	Minimum	Midpoint	Maximum
Average:	$16,472	$227,266	$396,190
3rd Quartile:	$34,143	$36,500	$49,812
1st Quartile:	$6,000	$6,000	$6,000
Median:	$8,000	$16,547	$17,574

Actual Salary Results

3rd Quartile:	$36,548	Simple Average:	$29,377
1st Quartile:	$9,881		

Agenda Item No: 17.b

Town Commission Agenda Item Report

Meeting Date: March 22, 2022
Submitted by: Linda Connors, Town Manager
Submitting Department: Administration
Item Type: Resolution
Agenda Section: RESOLUTION

Subject Title: RESOLUTION 2022-09. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE SCHEDULE OF AUTHORIZED POSITIONS; ADOPTING A REVISED PAY PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation: The attached Resolution 2022-09 **(Exhibit 1)** amends the Pay Plan (Exhibit" A to the Resolution) to add the position of Visitor Center Host. At the December 14, 2021 Town Commission meeting, the Commission voted to include the operation of the Visitor Center as part of the Town's budget. Consequently, the Town allocated $55,000.00 in the FY22 annual budget for Visitor Center staff salaries.

After careful analysis of the Visitor Center operation, staff is recommending adding two part-time (P/T) employees for the Visitor Center. We are proposing that the P/T positions be paid a minimum of $15.00 per hour**.** The classification of these employees will be *Visitor Center Host* and will be assigned salary grade 1, which is indicated in the Town of Lauderdale-By-The-Sea Pay Plan. This amendment to the pay plan will add 1 FTE.

The current number of FY22 budgeted positions is 38 Full Time Employees (FTE) plus 5 elected official positions for a total of 43 budgeted paid positions (**Exhibit 2)**. The addition of this 1 FTE position (which would be filled by two P/T employees) requires the Commission to approve an amendment to the Schedule of Authorized Positions that would increase the number of budgeted paid positions for FY22 to 39 FTEs, plus 5 elected officials totaling 44 budgeted paid positions.

Financial Impact to the Town on an annual basis would be:

Additional Staff	Annual Salary	FRS	FICA	Insurance Workers Comp.	Total Annual Expense
P/T Employee (1)	$15,600	$1,687.92	$1,193.40	$125.00	$18,606.32
P/T Employee (2)	$15,600	$1,687.92	$1,193.40	$125.00	$18,606.32

Note:

- Minimum starting salary would be $15/hour
- FRS-Town's contribution is currently at 10.82%
- FICA-Town's responsibility is 7.65%
- A part-time employee of less than 24 hours per week is not eligible to participate in benefits such as Town insurance, paid vacation, sick leave, or holidays.

The Town budgeted $55,000 for Visitor Center Salaries and to date has only expended $1,380.00, so there is no impact to the FY22 budget. The Town will also be recruiting non-paid Volunteers to assist the P/T positions in the operations of the Visitor Center.

Recommendation: Approve the addition of two part-time Town employees for the Visitor Center and increase the FY22 budgeted positions to 39 full time budgeted paid positions and 5 elected official positions.

Attachments:

Exhibit 1 – Resolution 2022-09
Exhibit 2 – Authorized positions FY22

RESOLUTION NO. 2022-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE SCHEDULE OF AUTHORIZED POSITIONS; ADOPTING A REVISED PAY PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Town Charter, the Town Manager is responsible for the proper administration of the affairs of the Town, including the management and supervision of all departments and personnel and financial matters; and

WHEREAS, the Town Commission previously adopted a schedule of authorized positions (the "Schedule of Authorized Positions") and a pay plan to establish pay ranges and grades for employees to guide the Town Manager and provide budgeting guidelines (the "Pay Plan"); and

WHEREAS, after considering the Town Manager's recommendations, the Town Commission desires to amend the Schedule of Authorized Positions to include staffing at the Visitor Center, as shown in the attached Exhibit "A"(the "Amended Schedule of Authorized Positions"); and

WHEREAS, staff recommends modifying the pay plan to include the Visitor Center staff positions and eliminate classifications the Town does not anticipate using in the near future, as shown in the attached Exhibit "B" (the "Amended Pay Plan"); and

WHEREAS, the Town Commission finds it is in the best interests of the Town to adopt the Amended Schedule of Authorized Positions and the Amended Pay Plan, attached as Exhibits "A" and "B," respectively.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE BY THE SEA, FLORIDA, THAT:

Section 1. **Recitals.** The foregoing "Whereas" clauses are hereby ratified and confirmed by the Town Commission, and incorporated herein.

Section 2. **Adoption of Amended Schedule of Authorized Positions.** The Amended Schedule of Authorized Positions, attached as Exhibit "A," is hereby adopted.

Section 3. **Adoption of Amended Pay Plan.** The Amended Pay Plan, attached as Exhibit "B."

Section 3. **Implementation.** The appropriate Town officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. **Severability.** If any clause, section, or other part of this Resolution shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 5. **Conflict.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on this ___ day of March, 2022.

MAYOR CHRIS VINCENT

Attest:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

EXHIBIT 2

PROPOSED ADDITION
3-22-2022 COMMISSION AGENDA

Grade	Role & Level	Town Job Title	Grade Minimum	Grade Midpoint	Grade Maximum
11	L6	Deputy Town Manager (unfilled)	105,000.00	132,000	159,000
10	L5	Director of Development Services	88,000	110,000	132,000
10	L5	Director of Finance and Budget	88,000	110,000	132,000
10	L5	Director of Public Works	88,000	110,000	132,000
9	L4	No position assigned to pay range	72,000	90,000	108,000
8	P4	Asst Director of Development Services	64,000	80,000	96,000
8	P4	Assistant Director of Finance	64,000	80,000	96,000
8	P4	Town Clerk (vacant budgeted funds FY22)	64,000	80,000	96,000
7	P3	Assistant to the Town Manager	64,000	70,000	84,000
7	P3	Human Resources Manager	64,000	70,000	84,000
7	P3	Marketing and Events Manager	64,000	70,000	84,000
7	P3	Public Information officer/It Coordinator (vacant budgeted funds FY 22)	64,000	70,000	84,000
7	L2	Parking Services, Supervisor	64,000	70,000	84,000
7	L2	PW Supervisor, building and Public Lands	64,000	70,000	84,000
7	L2	PW Supervisor, Streets and Infrastructure	64,000	70,000	84,000
6	P2	Accountant - (unfilled)	50,000	63,000	76,000
6	P2	Planner	50,000	63,000	76,000
5	P1	Assistant to the Public Works Director	42,000	53,000	64,000
5	P1	Planning Technician	42,000	53,000	64,000
5	T4	Parking Services Coordinator	42,000	53,000	64,000
4	T3	Maintenance Worker Lead (unfilled)	39,000	49,000	59,000
3	T2	Maintenance Worker III	36,000	45,000	54,000
3	A3	Customer Service Representative	36,000	45,000	54,000
2	T1	Maintenance Worker II	32,500	41,000	50,000
2	A2	Accounting Specialist	32,500	41,000	50,000
1	A1	Ambasador (unfilled)	29,500	37,000	45,000
1	A1	Maitenance Worker I	29,500	37,000	45,000
1	A1	Office Assistant	29,500	37,000	45,000
**1	A1	Visitor Center Host	29,500	37,000	45,000

Budgeted Positions	FTE
Accounting Specialist	1.00
Assistant Development Services Director	1.00
Assistant Director of Finance and Budget	1.00
Assistant to the Public Works Director	1.00
Assistant to the Town Manager	1.00
Customer Service Representative	1.00
Director of Public Works	1.00
Director of Development Services	1.00
Director of Finance and Budget	1.00
Human Resources Manager	1.00
Maintenance Worker I- VACANT	1.00
Maintenance Worker I	1.00
Maintenance Worker I	1.00
Maintenance Worker I	1.00
Maintenance Worker II	1.00
Maintenance Worker II	1.00
Maintenance Worker II	1.00
Maintenance Worker II	1.00
Maintenance Worker II	1.00
Maintenance Worker II	1.00
Maintenance Worker II	1.00
Maintenance Worker II	1.00
Maintenance Worker II	1.00
Maintenance Worker III	1.00
Parking Coordinator	1.00
Parking Supervisor	1.00
PIO and IT Coordinator - VACANT	1.00
Planner	1.00
Planning Technician	1.00
Public Works Supervisor, Building and Public Lands	1.00
Public Works Supervisor, Street and Infrastructure	1.00
Special Events Manager	1.00
Town Clerk - VACANT	1.00
Town Manager	1.00
FTE TOTAL AS OF 3/11/2022 PAYROLL	***34.00***
Visitor's Center Host - proposed addition	1.00
UPDATED FTE TOTAL	***35.00***
Commissioner	1.00

Commissioner	1.00
Commissioner	1.00
Mayor	1.00
Vice-Mayor	1.00

Agenda Item No: 17.c

Town Commission Agenda Item Report

Meeting Date: March 22, 2022
Submitted by: Debbie Hime, Marketing and Events Manager
Submitting Department: Administration
Item Type: Resolution
Agenda Section: RESOLUTION

Subject Title: RESOLUTION 2022-10. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR FIREWORKS DISPLAYS; FINDING THAT THE AGREEMENT IS IN THE BEST INTERESTS OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.L OF THE TOWN PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. **(Exhibit 1)**

Explanation: Zambelli Fireworks Manufacturing Co. ("Zambelli") has been providing the Town's 4th of July fireworks displays for over 10 years. The Town's most recent agreement with Zambelli expired after the Town's July 2021 display, so staff has been researching options.

Zambelli has provided excellent fireworks shows over the years and has been responsive to the Town's concerns when they arise. Zambelli has provided the Town with a proposal **(Exhibit 2)** for similar fireworks as the Town's 2021 event for consideration. The attached proposal includes a 20% increase over last year's costs, which was not budgeted.

The proposed agreement will be for a two-year term and will allow the Town to purchase displays for other Town events. Staff requested that Zambelli provide a proposal with different display options, so that the Town may have flexibility if we want to include fireworks while planning our 75-year celebration. Pursuant to Section IV.L. of the Purchasing Manual, the Town Commission may waive Town purchasing requirements when they find that an alternative purchasing method is in the best interest of the Town.

The Town's Fourth of July 2022 event expenses include $20,000 for a fireworks display, so there will be an increase to the event's budget, depending on the length of display chosen. However, we experienced a $15,000 savings for our Christmas-By-The Sea event, which will keep the Towns overall event costs within budget.

Recommendation: Staff recommends the Town Commission waive Town purchasing requirements as in the best interest of the Town, approve the agreement with Zambelli, and authorize the Town Manager to execute the agreement. **(Exhibit 3)**

Attachments

1. Resolution
2. Zambelli's Proposal to LBTS for 2022 display
3. Contract

EXHIBIT 1

RESOLUTION NO. 2022-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR FIREWORKS DISPLAYS; FINDING THAT THE AGREEMENT IS IN THE BEST INTERESTS OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.L OF THE TOWN PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Zambelli Fireworks Manufacturing Co. ("Zambelli") has been providing the Town's 4th of July Fireworks display for over 10 years; and

WHEREAS, the Town wishes to enter into a new agreement with Zambelli, for a two-year term, for the Town's fireworks displays in an amounts set forth in the agreement, attached as Exhibit "A" (the "Agreement"); and

WHEREAS, pursuant to Section IV.L. of the Purchasing Manual, the Town Commission may waive Town purchasing requirements when they find that an alternative purchasing method is in the best interest of the Town; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the Agreement with Zambelli for fireworks displays.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:

SECTION 1. Recitals. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. **Competitive Solicitation Exempt.** The Town Commission finds the Agreement between the Town and Zambelli for the fireworks displays is in the best interests of the Town and exempt from competitive solicitation, pursuant to Section IV.L. of the Town Purchasing Manual.

SECTION 3. Authorization to Execute the Agreement. The Town Manager is hereby authorized to execute the Agreement with Zambelli, attached as Exhibit "A," together with such

non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

SECTION 4. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED on this ___ day of March, 2022.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Zambelli
FIREWORKS

Fireworks Proposal
Lauderdale by the Sea
July 4, 2022



Zambelli Fireworks

Boca Raton, Florida
Tony Sawdey- Project Manager
218-820-2372

Zambelli
FIREWORKS

Scope of work

Display Overview:

1) Show Date: July 4, 2022

All inclusive Budget and Duration: $24,000 for a 20 minute High- Impact display

Location: From the Beach at: 4546 El Mar Drive

Insurance Liability Coverage: $10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to “AAA” rated companies.

Transportation Liability Coverage: $5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyro-technicians will meet all of the requirements of the Workers Compensation Laws of Florida.

License & Permits: Zambelli Fireworks will obtain all required local, county and state fireworks permits and approvals.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyro-technicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations.
NFPA 1123 and 1126 code will be strictly enforced.

Zambelli
FIREWORKS

Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention…"The show has just begun!" The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial effects will fill the night's air. As the opening barrage grows, the intensity of colors and sound will permeate the skies. **20 seconds.**

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some fireworks are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. The design team hand picks every product used to ensure there are nearly no duplicates of tableaus throughout the program. The audience will enjoy a fully designed display.

…. **18 Minutes.**

…the **GRAND FINALE:** and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the biggest and best Finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired with multiple products and effects to cover every inch of sky… **60 seconds.**

Zambelli
FIREWORKS

Statement of Approach

Zambelli Fireworks believes in creating a simple, turnkey event for our clients. Our approach is to take on the front-end and day-of-event work to provide a great service with little to no hassle for our clients. Our knowledge of the display site and familiarity of the logistics makes us the best candidate for the job. Lastly, our dedication to the ultimate in customer service and creativity is key to the success of our company.

History:

Zambelli Fireworks traces its US pyrotechnics roots back to 1893 when Antonio Zambelli founded a fireworks manufacturing company in New Castle, PA. The company quickly grew and also became a display fireworks company.

In 1960 the company incorporated in the state of Pennsylvania and grew exponentially over the past 50 years. In 2021 Zambelli Fireworks displayed over 2,000 displays in 38 states and internationally. Company Chairman George Zambelli Jr. and President have been actively growing the organization.

Zambelli Fireworks has opened six more regional offices for a total of twelve offices around the US. A new Director of Design/Choreography was recently hired to oversee new products, inventory, show design, and choreography. More project managers have also been hired to work closely with clients to make sure all details are attended to every display.

Today Zambelli Fireworks employs nearly 50 full-time employees and thousands of licensed pyro-technicians. Longevity in the fireworks industry doesn't make good shows. Talented individuals make good shows. Zambelli Fireworks is dedicated to having the best individuals in the industry on-board in order to create the best fireworks displays in the industry.

Zambelli
FIREWORKS

Equipment:

Zambelli Fireworks works year-around to ensure all equipment is both up to Federal Codes and safe to use. A huge part of our core company belief is safety for technicians and the area surrounding the display sites. The use of state-of-the-art electrical firing units provides peace of mind that the display will fire safely and accurately.

Training:

All technicians that work for Zambelli Fireworks must pass both a written and hand's on test. No lead technicians are ever assigned to a display unless they have significant pyrotechnics experience. All State License requirements are enforced.

Products (Fireworks):

Product Guarantees. In our experience some fireworks companies tend to "over-promise" in a proposal and then under-deliver on show day. We encourage all of our clients to understand exactly what they are promised and exactly what they receive on show day. We offer openly an audit of both quantity and quality of our products and equipment.

The quality of Zambelli Fireworks products are the key element of our success. Each type of pyrotechnics is test-fired for results, inspected for problems, federally approved and used exclusively.

Many companies in the fireworks industry buy cheap lines of pyrotechnics in order to put more quantity in a display. Although this might impress on paper, the real test is the actual display. Zambelli aggressively prices displays to put the maximum amount of quantity in a show but never to sacrifice the quality of a shell. All shells will be special effects that will have colored tails, multi-color changing effects, designs or patterns, or other special effects.

Zambelli
FIREWORKS

Zambelli Fireworks Team

Danielle Fredrickson

Office Manager/ Inside Sales/ Customer Service
Office: 561-395-0955
dfredrickson@zambellifireworks.com

Tony Sawdey

Project Manager/ Sales
Certified Technician
19+ Years' Experience
Cell: 218-820-2372
tsawdey@zambellifireworks.com

Proposed Launch Site



Town of Lauderdale-By-The-Sea

SERVICES AGREEMENT

This Agreement ("Agreement"), made and entered into this ____ day of ____ 2022 ("Effective Date"), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the "Town") and Zambelli Fireworks Manufacturing Company (the "**Contractor**").

WHEREAS, the Town desires to contract with Contractor for the provision of fireworks displays for the Town's events and the Contractor desires to contract with the Town to provide the services.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Services. Contractor, as an independent contractor, at its own cost and expense, shall perform the Services provided below:

1.1 The Contractor shall meet the requirements and perform the services described herein and as described in the Proposal, attached hereto and incorporated herein as **Exhibit A** (the "Services").

Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the Services required hereunder.

2. Term. This Agreement shall commence on the Effective Date and shall continue for a two-year term, unless terminated earlier as provided in Section 6 of this Agreement.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Contractor shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Contractor as provided in Contractor's Proposal, attached hereto as **Exhibit A**. Contractor shall invoice the Town at the end of each month based on the percentage of completion of the Services. The Town shall pay the Contractor within 45 days of receipt of an approved invoice.

5. Books and Records. Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 13. The Town shall have the right to audit the books and records of Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Contractor based upon such entry.

6. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated

as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Termination.

6.1 **Termination for convenience.** The Town may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Contractor invoice the Town for Services not yet provided.

6.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the Town, Contractor shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.1 of this Agreement, and the provisions of Section 6.1 shall apply.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With a copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For The Contractor: Danielle Fredrickson, CSM
Zambelli Fireworks Mfg. Co.
1060 Holland Dr., Suite J
Boca Raton, FL 33487

9. Assignment and Changes. Contractor may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made

in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

Contractor shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

1. **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Three Million Dollars ($3,000.000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis. The City shall be included as an additional insured on the commercial liability policy.

2. **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars ($1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

3. **Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the 'Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) aggregate limit by disease and One Million Dollars ($1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

4. **Pollution Liability Insurance** - Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than $10,000,000 $1,000,000 each incident and a general aggregate limit of no less than $10,000,000 $1,000,000. This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste material into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on

Contractor and enforceable against Contactor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Contractor has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Contractor further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Town under this Agreement.

14. Chapter 119 (Public Records). The Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

a) Keep and maintain public records that ordinarily and necessarily would be required by Town in order to perform the service.

b) Upon request by Town's records custodian, provide Town with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 for the duration of this Agreement.

d) Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

e) Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, Tedraa@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

15. Scrutinized Companies

a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor,

or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

16. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

17. Waiver of Jury Trial. The Town and Contractor **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

18. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. Verification of Employment Eligibility. Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

21. Ethics.

a. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

d. Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Contractor covenants that it will conduct no activity or provide any service that is unlawful or offensive.

22. Contract Documents; Order of Priority

The Contract Documents referred to in this Agreement shall be comprised of the Agreement and Contractor's Proposal. In the event of a conflict between the Contract Documents, the order of priority shall be: this Agreement and then the Contractor's Proposal.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Town of Lauderdale-By-The-Sea

SERVICES AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN: Contractor:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____ By: _____
Linda Connors, Town Manager

By: _____
Lucila Lang, Finance Director

Attest: _____
Town Clerk

Approved as to Form and Legal Sufficiency:

_____
Town Attorney Susan L. Trevarthen

Town Commission Agenda Item Report

Meeting Date: March 22, 2022
Submitted by: Linda Connors, Town Manager
Submitting Department: Administration
Item Type: Resolution
Agenda Section: RESOLUTION

Subject Title: RESOLUTION 2022-11. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH CONCEPTUAL COMMUNICATIONS, LLC FOR PUBLIC INFORMATION OFFICER SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. **(Exhibit 1)**

Explanation: On October 26, 2021, the Town Commission approved, and authorized the Town Manager to execute, a piggyback agreement with Conceptual Communications for Marketing services (the "Agreement"). The contract that the Town piggybacked was between Conceptual Communications and Wilton Manors (the "Wilton Manors Agreement"). The Town's Agreement with Conceptual Communications includes has a broader scope of services, which allows for the expansion of marketing and public relations opportunities with the limitation not to exceed $50,000.

As you know, Steve D'Oliveira, the Town's Public Information Office, retired from the Town in February. His position included being the contact for media inquiries, monitoring the Town's website, preparing the Town's Town Topics newsletter, and audio visual and IT coordination services. While we are sad to see Steve leave the Town, his absence has given us an opportunity to rethink the special events/ marketing/visitor center and communication tasks for the Town. Staff is proposing that we shift the following duties previously assigned to Steve to Conceptual Communications. Because the cost will exceed the $50,000 limitation, a new contract is necessary **(Exhibit 1)**. Staff is suggesting the following tasks.

Items listed in bold are new tasks that will enhance our communication with the public and ensure that they are well informed with the Commission's actions.

- **Create a Plan for Crisis Communications**
- Manage Media Requests
- **Distribute a weekly Town Update eblast to residents**
- **Provide a Commission meeting recap eblast**
- Layout, Content and Copy Editing for Quarterly Town Topics Newsletter
- Manage website content
- **ADA Compliance/Accessibility Oversight**
- **Create and Manage Social Media Content (Facebook, Twitter, NextDoor)**

The proposal submitted to the Town for the Additional Services will be covered in part by our existing contract. The remaining amount $40,470 is addressed in the new contract. Because part of the expense is setting up the services, staff is suggesting a three-year contract with options to extend two additional years. To keep the contract competitive, the consultant is requesting an automatic escalator each new year of the contract. The cost for the year would be approximately $60,000. This is a significant savings in what funds were allocated for the PIO position ($120,000 including benefit costs). The remaining savings will be redistributed to fund the

AV component of the PIO position and reevaluate the staffing levels for special events. These items will be brough to the Commission at a future meeting.

Recommendation: Approval of Resolution No. 2022-11, approving an amendment to the agreement with Conceptual Communications to increase the total compensation to provide for additional services.

Attachments:
Exhibit 1 – Resolution w/Agreement
Exhibit 2 – Contract

Reviewed by Town Attorney:

☒	**Yes**	☐	**No**

RESOLUTION NO. 2022-11

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH CONCEPTUAL COMMUNICATIONS, LLC FOR PUBLIC INFORMATION OFFICER SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town's Public Information Officer ("PIO") retired from the Town in February; and

WHEREAS, the PIO position included being the contact for media inquiries, monitoring the Town's website, preparing the Town's Town Topics newsletter, and audio visual and IT coordination services; and

WHEREAS, the Town has contracted with Conceptual Communications, LLC ("Conceptual Communications") for marketing services in the past and was satisfied with their performance of the services; and

WHEREAS, Staff is proposing that the Town shift the following duties previously assigned to the PIO to Conceptual Communications: creation of a crisis communications plan, management of media requests, distribution of weekly Town update to residents, preparation of Town Topics Newsletter, management of website content, oversight of ADA compliance and accessibility, and creation and management of social media content (collectively, the "Services"); and

WHEREAS, Conceptual Communications has provided the Town with a proposal for Services, in an amount of $40,620 for the first year of the agreement, with an automatic $5 per hour escalator each year thereafter; and

WHEREAS, staff wishes to enter into an agreement with Conceptual Communications, attached as Exhibit "A," for the Services for a three year term with one optional two-year renewal term in the amount of $40,620 for the first year, with an automatic $5 per hour escalator each year thereafter (the "Agreement"); and

WHEREAS, Section IV.D. of the Town's Purchasing Manual exempts professional services from competitive solicitation requirements; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the Agreement with Conceptual Communications, attached as Exhibit "A," for the Services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:

SECTION 1. Recitals. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. Competitive Solicitation Exempt. The Town Commission finds the Agreement with Conceptual Communications for the Services to be in the best interests of the Town and exempt from competitive solicitation, pursuant to Section IV.D. of the Town Purchasing Manual, which exempts contracts for professional services.

SECTION 3. **Agreement Approved**. The Agreement with Conceptual Communications for the Services, attached hereto as Exhibit "A," is hereby approved.

SECTION 4. Authorization to Execute the Agreement. The Town Manager is hereby authorized to execute the Agreement with Conceptual Communications, attached as Exhibit "A," together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

SECTION 5. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED on this ___ day of March, 2022.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Neysa Herrera, Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Town of Lauderdale-By-The-Sea

SERVICES AGREEMENT

This Agreement ("Agreement"), made and entered into this ____ day of ____ 2022 ("Effective Date"), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the "Town") and Conceptual Communications, LLC (the "**Contractor**").

WHEREAS, the Town desires to contract with Contractor for the provision of public information officer services and the Contractor desires to contract with the Town to provide the services.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Services. Contractor, as an independent contractor, at its own cost and expense, shall perform the Services provided below:

1.1 The Contractor shall meet the requirements and perform the services described herein and as described in the Proposal, attached hereto and incorporated herein as **Exhibit A** (the "Services").

Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the Services required hereunder.

2. Term. This Agreement shall commence on the Effective Date and shall continue for a three-year term with one optional two-year renewal term, unless terminated earlier as provided in Section 6 of this Agreement.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Contractor shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Contractor as provided in Contractor's Proposal, attached hereto as **Exhibit A**. Contractor shall invoice the Town at the end of each month based on the percentage of completion of the Services. The Town shall pay the Contractor in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

5. Books and Records. Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 13. The Town shall have the right to audit the books and records of Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Contractor based upon such entry.

6. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section

shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Termination.

7.1 **Termination for convenience.** The Town may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Contractor invoice the Town for Services not yet provided.

7.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the Town, Contractor shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.1 of this Agreement, and the provisions of Section 6.1 shall apply.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With a copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For The Contractor: Laurie Menekou
525 NW 1st Ave.,
Fort Lauderdale FL 33301

9. Assignment and Changes. Contractor may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of

Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

Contractor shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

1. **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars ($2,000.000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis. The City shall be included as an additional insured on the commercial liability policy.

2. **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars ($1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

3. **Professional Liability Insurance/ Workers Compensation Insurance** - Contractor shall provide evidence of professional liability insurance in the amount of at least $1,000,000.00 per incident and workers compensation insurance in compliance with the insurance laws of the state of Florida.

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contactor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Contractor has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Contractor further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Town under this Agreement.

14. Chapter 119 (Public Records). The Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

a) Keep and maintain public records that ordinarily and necessarily would be required by Town in order to perform the service.

b) Upon request by Town's records custodian, provide Town with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 for the duration of this Agreement.

d) Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

e) Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, Tedraa@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

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b. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities

in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

16. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

17. Waiver of Jury Trial. The Town and Contractor **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

18. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. Verification of Employment Eligibility. Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

21. Non-Circumvention. Town acknowledges that any communications/PR/media opportunities ("PR Contacts") introduced by the Contractor is the personal property of Contractor. Town acknowledges the importance of Contractor's extensive network of specialized communications, media, and PR resources and its ability to pursue the Scope of Services on behalf of Town. For this reason, Town agrees not to circumvent or bypass Contractor by contacting PR Contacts. All communications with PR Contacts as it relates to the Scope of Services identified within this Agreement shall be through the Contractor only, unless otherwise expressly permitted by Contractor. Town agrees not to contact, or initiate contact with PR Contacts unless such approval is specifically granted in written form by Contractor on a case by case basis. In the event Town has a pre-existing PR contact, the Town shall notify Consultant in writing. In the event of a breach of this Non-Circumvention, Contractor reserves the right to terminate this Agreement with immediate effect. This non-circumvention provision shall not survive expiration or earlier termination of this Agreement.

22. Ethics.

a. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

d. Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Contractor covenants that it will conduct no activity or provide any service that is unlawful or offensive.

23. Contract Documents; Order of Priority

The Contract Documents referred to in this Agreement shall be comprised of the Agreement and Contractor's Proposal. In the event of a conflict between the Contract Documents, the order of priority shall be: this Agreement and then the Contractor's Proposal.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Town of Lauderdale-By-The-Sea

SERVICES AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors, Town Manager

By: _____
Lucila Lang, Finance Director

Attest: _____
Town Clerk

Approved as to Form and Legal Sufficiency:

_____
Town Attorney Susan L. Trevarthen

Contractor:

By: _____

Town of Lauderdale-By-The-Sea
SERVICES AGREEMENT

This Agreement ("Agreement"), made and entered into this ____ day of ____ 2022 ("Effective Date"), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the "Town") and Conceptual Communications, LLC (the "**Contractor**").

WHEREAS, the Town desires to contract with Contractor for the provision of public information officer services and the Contractor desires to contract with the Town to provide the services.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Services. Contractor, as an independent contractor, at its own cost and expense, shall perform the Services provided below:

1.1 The Contractor shall meet the requirements and perform the services described herein and as described in the Proposal, attached hereto and incorporated herein as **Exhibit A** (the "Services").

Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the Services required hereunder.

2. Term. This Agreement shall commence on the Effective Date and shall continue for a three-year term with one optional two-year renewal term, unless terminated earlier as provided in Section 6 of this Agreement.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Contractor shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Contractor as provided in Contractor's Proposal, attached hereto as **Exhibit A**. Contractor shall invoice the Town at the end of each month based on the percentage of completion of the Services. The Town shall pay the Contractor in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

5. Books and Records. Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 13. The Town shall have the right to audit the books and records of Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Contractor based upon such entry.

6. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section

shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Termination.

7.1 **Termination for convenience.** The Town may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Contractor invoice the Town for Services not yet provided.

7.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the Town, Contractor shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.1 of this Agreement, and the provisions of Section 6.1 shall apply.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With a copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For The Contractor: Laurie Menekou
525 NW 1st Ave.,
Fort Lauderdale FL 33301

9. Assignment and Changes. Contractor may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of

Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

Contractor shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

1. **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars ($2,000.000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis. The City shall be included as an additional insured on the commercial liability policy.

2. **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars ($1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

3. **Professional Liability Insurance/ Workers Compensation Insurance** - Contractor shall provide evidence of professional liability insurance in the amount of at least $1,000,000.00 per incident and workers compensation insurance in compliance with the insurance laws of the state of Florida.

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contactor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Contractor has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Contractor further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Town under this Agreement.

14. Chapter 119 (Public Records). The Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

a) Keep and maintain public records that ordinarily and necessarily would be required by Town in order to perform the service.

b) Upon request by Town's records custodian, provide Town with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 for the duration of this Agreement.

d) Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

e) Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, Tedraa@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

15. Scrutinized Companies

a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities

in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

16. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

17. Waiver of Jury Trial. The Town and Contractor **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

18. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Town of Lauderdale-By-The-Sea

SERVICES AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors, Town Manager

By: _____
Lucila Lang, Finance Director

Attest: _____
Town Clerk

Approved as to Form and Legal Sufficiency:

_____
Town Attorney Susan L. Trevarthen

Contractor:

By: _____

Conceptual Communications
THE PUBLIC COMMUNICATIONS EXPERTS

Exhibit A

March 16, 2022

Ms. Linda Connors, Town Manager
Town of Lauderdale-By-The-Sea
4501 N Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Re: PIO Services Summary

Dear Town Manager Connors,

It is my pleasure to summarize the Public Information Office (PIO)-related services my firm, Conceptual Communications LLC., will provide to the Town of Lauderdale-By-The-Sea upon approval of our Service Agreement.

Crisis Communications
My team will work with town staff to develop a crisis communications plan that will provide a clear and effective system for disseminating messaging to town constituents as well as the media during a crisis.

External Communications to Town's residents, business owners, and other stakeholders
My team will develop and implement systems to ensure residents, business owners, and other stakeholders are receiving information that is timely, relevant, brand specific, and accurate. With so many platforms providing misinformation and disinformation, towns have unprecedented challenges cutting through the noise. Additionally, we'll leverage our decades of combined experience pitching and responding to local, regional, and national media outlets. The Town's reputation will be closely monitored, and correction requests will be submitted to media representatives to remedy any inaccuracies.

As part of the Town's external communications services, my team will assist with the following PIO-related tasks: managing the Town Topics newsletter, making timely updates to the Town's website, utilizing the Town's emergency communications system to distribute information before, during, and after weather and other emergency events, fielding media inquiries, and expanding the Town's external outreach efforts to residents and business owners in accordance with ADA compliance standards. Our main goal is to ensure your stakeholders stay informed and are given opportunities to provide input in an efficient manner.

Internal Communications
Keeping internal stakeholders informed is also an integral component to the Town's success. From updating working documents, forms, and streamlining staff updates, my team will offer support every step of the way.

For the past 11 years, my team has implemented successful turn-key systems, for many other municipalities and public agencies, and we are so pleased to be able to offer our expertise to the Town of Lauderdale-By-The-Sea. Our PIO efforts are supported by metrics and we look forward to sharing our successes with you along the way.

Best Regards,

Laurie Menekou

Laurie Menekou
Owner

Conceptual Communications

FY 2022 Services to Be Provided Outside of Current Contract

Task		Est. Hours	Rate/Hour	Est. Total Fee
Crisis Communications Planning		**N/A**		**$ 5,000**
External Communications		**366**		**$ 33,120**
	Fee Breakdown			
Principal		20	$ 125	$ 2,500
	Project Management/Communications Strategy & Development			
ADA Compliance Coordinator		36	$ 95	$ 3,420
	ADA Compliance/Accessibility Oversight			
Creative Director		50	$ 95	$ 4,750
	Brand Management and Design			
	Town Topics (Layout)			
Digital Media Manager		225	$ 85	$ 19,125
	Eblast Support			
	Digital Communications Reporting			
	Social Media Management (Facebook, Twitter, NextDoor)			
PR Manager		35	$ 95	$ 3,325
	Media Relations			
	PR Reporting			
Task		**Est. Hours**	**Rate/Hour**	**Est. Total Fee**
Internal Communications		**20**		**$ 2,140**
	Fee Breakdown			
Principal		8	$ 125	$ 1,000
	Project Management/Communications Strategy & Development			
Creative Director		12	$ 95	$ 1,140
	Brand Management and Design			
Sub-Total of PIO Services (Outside Contract) FY 2022		***386***		***$ 40,260***
TOTAL (excludes social media paid ad campaigns, translation services, wired media release distributions through PR Newswire, podcasting, on-site photography and videography)				

Conceptual Communications

FY 2023 PIO Services Estimated Fee Schedule				
Task		**Est. Hours**	**Rate/Hour**	**Total Fee**
Crisis Communications Plan Review and Update		**N/A**		**$ 250**
External Communications		**548**		**$ 56,540**
	Fee Breakdown			
Principal		140	$ 130	$ 18,200
	Project Management/Communications Strategy & Development			
	75th Anniversary Strategic Planning and Implementation			
ADA Compliance Coordinator		12	$ 100	$ 1,200
	ADA Compliance/Accessibility Oversight			
Creative Director		120	$ 100	$ 12,000
	Brand Management and Design			
	Town Topics (Layout)			
Digital Media Manager		246	$ 90	$ 22,140
	Eblast Support			
	Digital Communications Reporting			
	Social Media Management (Facebook, Twitter, NextDoor)			
PR Manager		30	$ 100	$ 3,000
	Media Relations			
	Bugfest Communications			
	PR Reporting			
Task		**Est. Hours**	**Rate/Hour**	**Total Fee**
Internal Communications		**16**		**$ 2,140**
	Fee Breakdown			
Principal		6	$ 130	$ 780
	Project Management/Communications Strategy & Development			
Creative Director		10	$ 100	$ 1,000
	Brand Management and Design			
Total Est. of PIO Services FY 2023		***564***		***$ 58,930***
TOTAL (excludes social media paid ad campaigns, translation services, wired media release distributions through PR Newswire, podcasting, on-site photography and videography)				

Conceptual Communications

FY 2024 PIO Services Estimated Fee Schedule

Task		Est. Hours	Rate/Hr	Total Fee
Crisis Communications Plan Review & Update		**N/A**		**$ 250**
External Communications		**504**		**$ 53,340**
	Fee Breakdown			
Principal		96	$ 135	$ 12,960
	Project Management/Communications Strategy & Development			
ADA Compliance Coordinator		12	$ 105	$ 1,260
	ADA Compliance/Accessibility Oversight			
Creative Director		120	$ 105	$ 12,600
	Brand Management and Design			
	Town Topics (Layout)			
Digital Media Manager		246	$ 95	$ 23,370
	Eblast Support			
	Digital Communications Reporting			
	Social Media Management (Facebook, Twitter, NextDoor)			
PR Manager		30	$ 105	$ 3,150
	Media Relations			
	Bugfest Communications			
	PR Reporting			
Task		**Est. Hours**	**Rate/Hr**	**Total Fee**
Internal Communications		**16**		**$ 2,140**
	Fee Breakdown			
Principal		6	$ 135	$ 810
	Project Management/Communications Strategy & Development			
Creative Director		10	$ 105	$ 1,050
	Brand Management and Design			
Total Est. of PIO Services FY 2024		***520***		***$ 55,730***
TOTAL (excludes social media paid ad campaigns, translation services, wired media release distributions through PR Newswire, podcasting, on-site photography and videography)				

Town Commission Agenda Item Report

Meeting Date: March 22, 2022
Submitted By: Ken Rubach, Director of Public Works
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2022-12 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH FULL MOON CREATIVE, LLC FOR AUDIO VISUAL SERVICES, UTILIZING THE TOWN OF DAVIE CONTRACT PROCURED PURSUANT TO REQUEST FOR PROPOSAL NUMBER JA-21-50 FOR AUDIO VISUAL SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. **(Exhibit 1)**

Explanation: With the retirement of the Town's Public Information Officer ("PIO") earlier this year, the Town Manager is looking to reevaluate the position. In another agenda memorandum on tonight's agenda, the PIO duties were recommended to be outsourced to Conceptual Communications at a significant savings. The remaining aspects of the PIO's position included the management of the broadcast of the Town's meetings and oversight of the A/V equipment. While several members of staff are trained as "backups" for A/V equipment, these duties are not their primary job functions and the employees are not always available for every meeting.

The Town contacted and interviewed several companies that provide AV services. Staff believes that Full Moon Creative, LLC ("Full Moon") who perform A/V services for a number of municipalities in Broward and Miami-Dade Counties, including recording and broadcasting of their Commission Meetings, would be an excellent fit for LBTS.

The Town of Davie has an existing contract with Full Moon that mirrors the services that the Town is seeking. The Town Purchasing Manual authorizes the Town to select and contract using the competitive bid process of another government entity as an exception to the otherwise required formal bidding process. The Town wishes to piggyback off the Town of Davie Contract # JA-21-50 (the "Davie Contract", **Exhibit 2**).

Based on the pricing in the Davie Contract, staff asked Full Moon to provide an example of costs associated with A/V services during a typical Commission Meeting **(Exhibit 3)**. The costs for A/V services to the town would be as follows:

Length of Meeting	Cost to Town
3.5 hours	$235
4 hours	$275

The Town typically has 28-34 Commission meetings annually. An average cost of $250 per meeting would require an estimated budget of $8500 annually. Given the length and number of meetings remaining in FY22, staff anticipate costs for the remaining fiscal year to be under $5,000.00. Staff is recommending an agreement in an amount not to exceed $50,000 to cover multiple years for the contract and also give flexibility if the Commission decides to utilize the additional services.

Staff believes the costs for these services are reasonable and provide the Town with the functionality to continue to record and broadcast Town meetings in a professional manner as well as provide the Town with the option to utilize additional services provided by Full Moon should those services be needed.

While this is not currently a budgeted item due to the PIO's retirement, there are funds available in the AV Service budget line item (001-519.000-500.511). Any additional funding will be utilized from 001-519.100-500.120 General Fund - Regular Salaries and transferred to 001-519.100-500.345 General Fund - Contractual Services as the PIO position is vacant, and the funds set aside for the PIO position are not being used. If approved, this item will be budgeted as a contractual service in the line item listed above for the FY23 budget.

Recommendation: Approve Resolution 2022-12 authorizing the Town Manager to execute a piggyback agreement with Full Moon Creative LLC **(Exhibit 5)** in an amount not to exceed $50,000.

Attachments:

EX 1- Resolution 2022-12
EX 2- Full Moon Creative LLC Davie Contract
EX 3- Full Moon Sample Rate
EX 4- Town of Davie RFP
EX 5- LBTS Piggyback Agreement

RESOLUTION NO. 2022-12

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH FULL MOON CREATIVE, LLC FOR AUDIO VISUAL SERVICES, UTILIZING THE TOWN OF DAVIE CONTRACT PROCURED PURSUANT TO REQUEST FOR PROPOSALS NO. JA-21-50 FOR AUDIO VISUAL SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 28, 2021, Full Moon Creative, LLC ("Full Moon") entered into an agreement with the Town of Davie, pursuant to the Town of Davie Request for Proposal No. JA-21-50 (the "Davie Contract") for audio visual services (the "Services"); and

WHEREAS, the Town wishes to contract with Full Moon utilizing the Davie Contract for the Services, in accordance with the terms and conditions forth in the Davie Contract (the "Piggyback Agreement"), in an amount not to exceed $50,000; and

WHEREAS, the Town is authorized to piggyback agreements pursuant to Section IV.E. of the Town's Purchasing Manual; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve, and authorize execution of, a Piggyback Agreement with Full Moon for the Services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:

SECTION 1. Recitals. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. **Piggyback Agreement Approved**. The Piggyback Agreement with Full Moon for the Services, attached hereto as Exhibit "A," in an amount not to exceed $50,000, is hereby approved.

SECTION 3. Authorization to Execute the Agreement. The Town Manager is hereby authorized to execute the Piggyback Agreement with Full Moon, attached as Exhibit "A," together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

SECTION 4. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED on this ___ day of March, 2022.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Neysa Herrera, Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR AUDIO VISUAL SERVICES (Piggyback Competitive Award)

This Agreement is made this ____day of March, 2022 (the "Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and Full Moon Creative, LLC (the "Contractor"), a Florida limited liability company.

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with Contractor (this "Agreement") for the provision of audio visual services (the "Services"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the Contractor and the Town of Davie, pursuant to the Town of Davie Request for Proposals No. JA-21-50 for Audio Visual Services and resulting contract dated July 28, 2021, attached hereto and incorporated herein as Exhibit "A" (the "Davie Contract"); and

WHEREAS, the Town Procurement Manual authorizes the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a two-year term with three one-year optional renewal terms, unless terminated pursuant to the terms of the Davie Contract.

Section 2. Contract Terms. The Contractor agrees to provide the Town the Services as set forth in the Davie Contract, which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein. In the event of conflict between or among this Agreement and the terms and conditions of the Davie Contract, the order of priority shall be: this Agreement, and the Davie Contract.

The following additional provisions are included:

A. The "Town of Lauderdale-By-The-Sea" and "the Town" shall be deemed substituted for the "Town of Davie" with regard to any and all provisions of the Davie Contract, including by example, and not limitation, with regard to bond

requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the Davie Contract, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.

B. The Town shall compensate Contractor pursuant to the rates set forth in the Davie Contract, in an amount not to exceed $50,000.

C. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida.

D. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT tedraa@lauderdalebytheseafl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

E. Ethics

1. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

2. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

3. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

4. Compliance with Applicable Law: Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Contractor covenants that it will conduct no activity or provide any

service that is unlawful or offensive.

F. E-Verify.

Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of Contractor*'s* employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Contractor*,* Contractor may not be awarded a public contract for a period of one year after the date of termination.

Section 3. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

For Town: Town Manager
Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For Contractor: Dwight Moon
Full Moon Creative, LLC
10001 NW 50th Street, Suite 202
Sunrise, FL 33351

Section 4. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 5. Waiver of Jury Trial. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement or arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

_____

Linda Connors, Town Manager

Date:_____

FULL MOON CREATIVE, LLC

_____

Date:_____

Attest: _____
Neysa Herrera, Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

RESOLUTION NO. R 2021-187

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN COUNCIL TO APPROVE A CONTRACT FOR AUDIO VISUAL SERVICES FOR TOWN MEETINGS WITH FULL MOON CREATIVE, LLC AS THE PRIMARY VENDOR; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie desires to have audio visual services including microphones, speakers, presentation devices, and other equipment for Town meetings;

WHEREAS, on March 24, 2021, the Town issued a formal request for proposals for audio visual services;

WHEREAS, a Mandatory Pre-Proposal Meeting and Site Visit for RFP# JA-21-50 Audio Visual Services was held on April 6, 2021;

WHEREAS, the RFP deadline was April 22, 2021, and four firms submitted proposals to provide services;

WHEREAS, on May 19, 2021, resolution R-2021-139 was approved authorizing the Town of Davie to negotiate a contract with the top two selected firms to provide services;

WHEREAS, the Town negotiated and finalized the terms of the contract with Full Moon Creative, LLC as the primary vendor., and Astoria Communications Inc as the secondary vendor;

WHEREAS, after review, the Town Council wishes to accept the negotiated contract with Full Moon Creative, LLC; and

WHEREAS, the initial contract shall be for a period of two years and the Town reserves the right to renew the contract for four additional, one year periods with future renewals handled administratively.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council hereby approves the contract awarded for RFP# JA-21-50 Audio Visual Services to Full Moon Creative, LLC, as the primary vendor. The initial contract shall be for a period of two years and the Town reserves the right to renew the contract for four additional, one-year periods with future renewals handled administratively.

Section 3. The Town Council hereby authorizes the expenditures of funds over $25,000 in accordance with the awarded pricing, on an as-needed basis, from the adopted budgets of various Town Departments and Divisions.

Section 4. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 5. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 28TH DAY OF JULY, 2021.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS 28TH DAY OF JULY, 2021.

Approved as to Form and Legality:

TOWN ATTORNEY

Town of Davie
RFP-JA-21-50 AUDIO VISUAL SERVICES

AGREEMENT No. RFP JA-21-50
BETWEEN THE TOWN OF DAVIE
AND
FULL MOON CREATIVE, LLC

THIS AGREEMENT is made and entered into as of this 28 day of July, **2021** by and between **Full Moon Creative, LLC** a corporation organized and existing under the laws of the **State of Florida,** with offices at **10001 NW 50th Street, Suite 202, Sunrise, Florida 33351** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals ("RFP") No. RFP# JA-21-50 Audio Visual Services** which includes the Negotiated terms, General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated April 22, 2021, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Negotiated terms, the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. The Town agrees to abide by and to be bound by the Negotiated terms, the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. Contractor shall deliver materials and/or provide services in accordance with the Negotiated terms, the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The Town agrees to make payment in accordance with the Negotiated terms, the terms and conditions of

the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in Agreement No. RFP-JA-21-50 unless the Contractor is otherwise notified by the Town. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 28 day of June, 2021.

FULL MOON CREATIVE, LLC

By: _____ (Signature)

Name: Howard Matias (Print)

Title: Principal

Date: _____

Attest: Regina Kudryavtseva
Corporate Seal

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021 by _____ who is personally known to me or produced _____ as identification who did/did not take an oath.

_____ _____
Notary Date

TOWN OF DAVIE

By: _____ Date: 7/28/21

Mayor Judith Paul

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 28 day of July, 2021 by Judy Paul who is personally known to me or produced _____ as identification who did/did not take an oath.

_____ 7/28/21
Notary Date

Notary Public State of Florida
Kristi Marie Szymanski
My Commission HH 005156
Expires 05/31/2024

Attest: _____
Evelyn Roig, Town Clerk

Approved as to form
and legal sufficiency

_____
Allan Weinthal, Town Attorney

Negotiated Terms
Exhibit "A"

Additional Pricing to be Added to Vendor's Price List contained in the RFP

- Administrative Fee (Percentage Markup for Miscellaneous Items or Subcontracted Services or items that are rented or received from a third-party vendor)
- Microphone stand (interchangeable for wireless or wired)
- Audio Recording Device
- Telestraighter or Annotation device for monitors
- Per Gig of data for the Bonded Livestream ~~Interent~~ Internet Connection (pg 133)
- Podium Wired Microphone (pg 132)
- Bonded Livestream connection for locations without internet service or insufficient internet service (pg. 133)
- Double sided speaker timer machine (something physical in the room). One side shown to podium speaker or audience and the other side shown to the stage.

Last Updated *29-Jun-21*

CAMERA AND VIDEO EQUIPMENT {PER DAY}	**Cost**
4k Floor Based JVC Camera Package includes tripod and media	$125.00
4k Floor Based FS7 Camera Package includes tripod and media	$300.00
Wireless Camera Solution (Includes transmitter and receiver, does not include camera)	$100.00
Servo Lens Package for FS7	$150.00
Telephoto lens for long distance coverage	$500.00

AUDIO EQUIPMENT {PER DAY}	**Cost**
32 channel mixer	$250.00
16 Channel Mixer with wireless iPad control	$125.00
16 Channel Mixer	$100.00
Wired Handheld Microphone	$25.00
Wireless Microphone Unit "Lapel"	$125.00
Handheld Wireless Microphone	$125.00
Push To Talk Gooseneck Table Top Microphone	$75.00
Podium Wired Microphone	$25.00
Desktop Wired Microphone with base	$30.00
PA Speaker with Bluetooth Option	$75.00
PA Speaker Stand	$10.00
Wireless Audio Option for overflow room audio	$75.00
Snake and Audio Cable Package	$75.00
Audio Recording Device	$75.00
Microphone Stand (interchangeable for wireless or wired)	$5.00
Gaff Tape	$30.00

TELESTRATOR ANNOTATION {PER DAY}	
Telestrator Annotation Package (2 laptops, 1 surface pro, telestrator pro software, dedicated hotspot, Vmix Software)	$500.00
Telestrator Dedicated AV Tech 1 hour SETUP	$175.00
Telestrator Dedicated AV Tech ADDITIONAL HOURS	$40.00 per

LIGHTING EQUIPMENT {PER DAY}	Cost
HMI 1200	$250.00
Various degree leiko	$125.00
HMI 575	$125.00
4 Light Arri Kit	$125.00
1 x 1 battery operated LED Panels with stand per light	$75.00
Combo stand for HMI light	$35.00
Lighting Stands	$25.00
Aperture LED Panel	$250.00

LIVE STREAM EQUIPMENT {PER DAY}	
Live Stream Device + Recorder + Monitor	$150.00
Live Stream Device + Monitor	$125.00
Laptop to run presentations	$100.00
Laptop to run the switcher	$100.00
Multicamera switcher for larger events	$450.00
Live Stream cable/connectors package	$100.00
Zoom platform rental fee if using Full Moon Creatives Zoom Account	$100.00
SDI/HDMI Converter Package	$50.00

EXTRA MEETING EQUIPMENT OR EVENT SERVICES {PER DAY}	Cost
4,000 Lumen Projector	$150.00
6,000 lumen projector with standard and short throw lens	$400.00
12,000 lumen projector with standard and short throw lens	$750.00
LED Video Wall (Administrative Fee - 20% Markup for Miscellaneous Items or Subcontractacted Services)	TBD
50" Monitor on stand with wheels	$250.00
Mini mixer for 4 channel audio breakout room	$75.00
Bonded Livestream connection for locations without internet service	$650.00
Per Gig of Data for the bonded livestream internet connection	$30.00
6’ x 10’8” projection Screen Kit with dress kit	$300.00
7'11' x 14 screen kit with Dress Kit	$600.00
16"H x 13' W Black Drape Panel price per panel includes truss ties and hardware	$85.00
Camera Jib 7', 10', 30' (custom quote per event)	
Power Point Advancer	$25.00
Double Sided Speaker Timer Machine	$150.00

LABOR (Number of Technicians varies based on Job Requirements)

TEST DAY - (Necessary equipment will be billed at half rate for test day)

- Audio/Video Technicians (2 hrs. set up at $175.00 PER TECHNICIAN)
- Each additional hour billed at $40.00 an hour in quarter hour increments) per person.

LOAD IN DAY/DAY BEFORE MEETING SETUP (Equipment will not be billed for only labor at the below labor fee

- Day before labor: 2 Technicians billed at $295.00 per hour for a minimum of a 4 hour window
- Additional hours billed at $295.00 per hour for the 2 person team

DAY OF MEETING SETUP

- Audio/Video Technicians (2 hrs. set up at $175.00 PER TECHNICIAN)
- Each additional hour billed at $40.00 an hour in quarter hour increments) per person.

ON SITE TECH VISIT {PER DAY}

0-4 hour window	$420.00
Tech 1	$65.00 per
Tech 2	$40.00 per

EXTRA MEETING AND EVENT SERVICES {PER DAY}	**Cost**	
Closed Captioning (price based on length of video and number of speakers)		
Transcriptions	$1.66	per min

PRE-PRODUCTION {PER DAY}

Script Writing Starting at $200.00 per minute
Casting Fee starting at $450.00
Location Scouting Day Rate $450.00

Talent fees start at $450.00 1/2 day (4 hours)

CREATIVE VIDEO EQUIPMENT RENTAL {PER DAY RATES}	**Cost**
Dana dolly with track and stands	$250.00
Kessler Time lapse slider with support package	$350.00
Motion control Mini-jib	$650.00
Production Monitor 17"	$100.00
4k Production Field Monitor	$250.00
2 Ton Grip Truck	$450.00

*Grip Truck mileage billed at $0.65 cents per mile

CREATIVE SERVICES	**Half Day**	**Full Day**
Labor Billed at Time and a Half after 8 hours	*(0-4 hours)*	*(4-8 hours)*
Producer	$350.00	$550.00
Director	$450.00	$600.00
Director of Photography	$450.00	$600.00
Camera Operator	$350.00	$500.00
Gaffer	$400.00	$600.00
Grip	$350.00	$500.00
Audio Operator	$350.00	$500.00
Production Assistant	$150.00	$225.00
Make Up Artist	$450.00	$650.00

Editing Billed by the Hour at $125.00

**syncing of all cameras*
**editing together of various footage*
**graphics integrated*
**music from stock libraries*
**color correction*

ON LOCATION VIDEO COVERAGE	**Half Day**	**Full Day**
Labor Billed at Time and a Half after 8 hours	*(0-4 hours)*	*(4-8 hours)*
Sony 4k Camera with Director of Photography	$850.00	$1,250.00
Sony A7S II 4k with gimbal with Operator	$650.00	$900.00
Licensed and Insured Drone Operator (*night time flight availability for *** additional fees based on the location/time of flights)*	$850.00	$1,200.00
Teleprompter with operator	$450.00	$650.00
Blackmagic 12k cinema camera with ultra slow motion option with lenses	$1,500.00	$2,200
On location still photography services Half day with camera package and portrait lens	$700.00	$1,200
6k Camera without lens		$350.00
Cinema Lens Prime Set Rokinon "6 Lenses"		$250.00
PL "6 lenses" prime set		$600.00

STUDIO VIDEO		
Insert Green Screen Studio Rental 1/2 day	$450.00	$650.00

On Location Audio Coverage

Field Audio Kit 1 wireless audio kit and 1 boom mic with Operator	$550.00	$850.00
Wireless ENG. kit (includes leveler mic, transmitter and receiver)	$100.00	

Studio Audio

Sound Booth audio recording session billed by the hour including studio time and engineer	$125.00	per hour

Administrative Fee - Percentage Markup for Miscellaneous Items or Subcontractacted Services ***20%***

Full Moon Creative LLC.

Company Submitting Response

REQUEST FOR PROPOSALS

RFP NO.	**JA- 21 - 50**
TITLE	**AUDIO VISUAL SERVICES**
AVAILABLE	**WEDNESDAY, MARCH 24TH, 2021**
MANDATORY PRE-PROPOSAL CONFERENCE	**TUESDAY, APRIL 6TH, 2021 AT 3:30 PM EST** **MEET AT THE MULTIPURPOSE CENTER** **LOCATED IN PINE ISLAND PARK** **3801 SOUTH PINE ISLAND ROAD, DAVIE, FL 33328**
DUE DATE	**2:30 PM EST on THURSDAY, APRIL 22ND, 2021**
SUBMIT TO	**DEMANDSTAR**
REVIEW MEETING	**APRIL/MAY- DATE TBD**
COUNCIL APPROVAL	**DATE TBD**
BONDS	**N/A**

Download Bid Information for Free at: https://www.davie-fl.gov/bids

Town of Davie Supplier Central: https://www.davie-fl.gov/877/Supplier-Central



Town of Davie
AUDIO VISUAL SERVICES RFP# JA-21-50

At *Full Moon Creative LLC*. we believe that creativity and collaboration go hand in hand. With over 15 years of experience of putting together and executing multiple comprehensive, active and strategic audio-visual plans for over a dozen Broward and Dade municipalities, we know that the proper recording and distribution of municipal meetings is vital for residents and cities of all sizes in the 21st century.

By optimizing countless audio/video options and connections, our team creates customizable and durable results geared towards recording and distributing local government video coverage and content. Cities that we currently provide these services for are *Cooper City, Davie, Ft. Lauderdale, Hallandale Beach, Lauderhill, Miami Gardens, Miami Springs, Miami Shores, SW Ranches* and previously have worked in cities such as *Biscayne Park, Deerfield Beach, Miramar, Pembroke Park, Pembroke Pines,* and *Virginia Gardens*.

Project Approach & Past Performance:

At *Full Moon Creative,* we have developed a system for our on-location production that simply works and works simply for our clients. Our team of creative professionals help from start to finish with consultations, diagnostics, site visits, scheduling, on location video + audio production, and distribution. Taking great pride in our work our team shows up early and stays late to make sure you and your team feel comfortable for each and every meeting.

Our process begins as soon as we set the first meeting with our client. We discuss expectations, budget, deadlines, creative, and the direction of each and every project. From there, a series of ideas that relate to the client's vision will be presented to help further identify the direction of the project. Working with local municipalities closely over the last two decades even before forming under *Full Moon Creative LLC*. our principals have seen first-hand how small government operates and evolves to help provide value to their residents each and every week.

At *Full Moon Creative* our focus is to provide a customized approach to meet both your budget and the unification/standardization of your cities requests and requirements.



Workload of the Firm:

From producing on demand Comcast content, countless TV commercials and the production of video assets for businesses of all sizes, our team brings brands to life through high quality video production and marketing materials. For over 15 years our innovative and flexible crew has serviced companies of all sizes. From local to statewide and traveling both nationally and internationally our team has evolved and grown alongside our clients with multimedia content for strategic branding, advertising, and marketing campaigns.

In addition to working with brands and businesses both nationally and locally, we also provide video technicians to multiple municipalities in the south Florida area. Week by week for over 15 years, our team regularly covers commissions meetings, *Committee meetings, Admin and Finance, Budget meetings, Code Enforcement, Special Magistrate, Planning* and Zoning *and on and off location special and unique* meetings and meetings *of all sizes*. All of which have provided our growing team with great first-hand experience and insights into diverse communities and municipalities in our tri-county area.

Working with municipalities and brands alike, we have assisted cities to expand their reach by helping educate city clerks on the value of video and content. With recent projects with *Pompano Beach* and *Parkland,* we have expanded our services beyond covering city meetings to help create content for the cities engagement. With that said, from city to city we have enhanced things such as video storage, transcriptions, branding consultations, and providing feedback for improvements with public relations and marketing.

When you choose *Full Moon Creative LLC* you are choosing a team that takes pride in our work and the relationships that we build with our clients. With many of our team having over 20 years of knowledge/experience working in the video production field along with our involvement with local municipalities, we feel we are a great fit for the Town of Davie, and we look forward to the opportunity to prove that.

Willingness to Meet Time and Budget Requirements

From television shows, commercials, print, radio, billboard and social media content our team strives daily to deliver on time, within budget, and with high quality content that will work for your brand for years to come.

SBE and CBE

We are both **(SBE)** Small Business Enterprise and **(CBE)** County Business Enterprise in Broward county and have worked with dozens of local business and municipalities for over 15 years here in Broward county.

Location

Our office of operation is **10001 NW 50th St. Suite 202, Sunrise, FL 33351.**

Ability of Professional Personnel:



Dwight Moon: Principal + Audio Visual Engineer

Specializing in setting up audio and visual solutions for cities, Dwight leverages creative concepts and new equipment to execute from design to distribution. He has been involved in the production industry for over 20 years and has been a local business owner in video production for over 15 years.

- ***Assigned role on the project team:*** AV Engineer
- ***Years of employment with current employer:*** *15 years*
- ***Total years of professional services experience:*** *20 years*
- ***Professional designations:*** signal flow, brand standards and presentation
- ***Availability of time to the Contract:*** Available as needed

Howard Attias: Principal + Project Manager



With over 20 years of working in the production industry Howard focuses on client relationships, production and logistics for our team and the project's success. He specializes in keeping a project on track making sure our deadlines are always met and our personnel is always in the right place.

- ***Assigned role on the project team:*** *Principal Contact*
- ***Years of employment with current employer:*** *15 years*
- ***Total years of professional services experience:*** *20 years*
- ***Professional designations:*** *Client Engagement and team Facilitation*
- ***Availability of time to the Contract:*** *Available as needed*

Billing: Jeimy Lopez Moon

Town of Davie
AUDIO VISUAL SERVICES RFP# JA-21-50

Kyle Notkin: Scheduling and Project Coordinator

Kyle specializes in scheduling and coordinating and facilitates the equipment and team members to arrive when needed from the city's request. Kyle maintains clear communication between clients and our team to ensure a positive and personal workflow.



- **Assigned role on the project team:** Scheduling
- **Years of employment with current employer:** 5 years
- **Total years of professional services experience:** 5 years
- **Professional designations:** Scheduling, digital distribution of content, client contact, video and tech assistance, archival of footage/audio
- **Availability of time to the Contract:** Available as needed

Larry White: Chief Editor/Special EFX/Design



As our chief editor Larry delivers strong storytelling though the use of high-quality editing, graphic creation and special effects. From brand standards to logo animations, Larry always brings a client's vision to life!

- **Assigned role on the project team:** Chief Editor
- **Years of employment with current employer:** 8 years
- **Total years of professional services experience:** 12 years
- **Professional designations:** Brand Standards and designs
- **Availability of time to the Contract**: Available as needed

Additional Audio Visual & Camera Technicians

Joe Ganci – Audio Engineer and Specialist
Daniel Pursell – Audio/Video Technician + Editor
Dylan Bukstel – Audio/Video Technician + Editor
Cameron Guck – Audio/Video Technician
Phil Petersen – Audio/Video Technician
Eugenia Scheuren – Audio/Video Technician
Julian Bonilla – Audio/Video Technician
Oliver Sulla – Audio/Video Technician
Nicolas Ramos – Audio/Video Technician
Patrick Loeber – Audio/Video Technician
Dean Milan – Audio/Video Technician

SECTION6.0 PRICE PROPOSAL FORM

Proposer should include itemized, a la carte equipment rental pricing. The Town has listed equipment below which it has previously utilized or may utilize in the future for meetings/events. Proposer should include pricing for each of these items in their RFP submission. If including pricing, please check 'Yes' next to the item. If an item is not offered by your company, check 'No Bid'.

Pricing can be listed on separate price pages included in your RFP submission.

Equipment/ Service Pricing

Monitors (multiple sizes)	Yes ✓	No Bid
Audio Monitors	Yes ✓	No Bid
Monitor stands	Yes ✓	No Bid
Projectors (multiple sizes)	Yes ✓	No Bid
Video cameras 4K (floor based)	Yes ✓	No Bid
Wireless video cameras	Yes ✓	No Bid
4K cinema video camera (for filming videos)	Yes ✓	No Bid
4K Go-Pro	Yes ✓	No Bid
Camera Jib (multiple sizes)	Yes ✓	No Bid
Camcorder	Yes ✓	No Bid
Tripods	Yes ✓	No Bid
Projection screens (multiple sizes)	Yes ✓	No Bid
Video Monitors (multiple sizes)	Yes ✓	No Bid
Pipe and drape (multiple sizes)	Yes ✓	No Bid
Podiums	Yes ✓	No Bid
Microphones (wired, wireless, handheld, tabletop, desktop, push to talk, gooseneck, boom mic, etc.)	Yes ✓	No Bid
Microphone Stands (floor, tabletop, etc.)	Yes ✓	No Bid
Mixers (small, 16 channel, 32 channel, etc.)	Yes ✓	No Bid
Speakers	Yes ✓	No Bid
Subwoofer	Yes ✓	No Bid
CD players	Yes ✓	No Bid
DVD players	Yes ✓	No Bid
Sound systems	Yes ✓	No Bid
Laptops	Yes ✓	No Bid
Wireless iPad Control	Yes ✓	No Bid
Cable packages (XLR, SDI, etc.)	Yes ✓	No Bid
Cable converters (SDI to HDMI, etc.)	Yes ✓	No Bid
Power Kit (extension cords, power strips, power service)	Yes ✓	No Bid
Wireless Overflow Presentation HDMI TV Connection	Yes ✓	No Bid
Wired Video to Second Room 100 ft SDI Cables	Yes ✓	No Bid
SDI + HDMI Converters	Yes ✓	No Bid
Splitters (HDMI, etc.)	Yes ✓	No Bid
White Board with Easel, Markers, and Eraser	Yes ✓	No Bid
Flip Chart with pad and makers	Yes ✓	No Bid
Live stream device switcher	Yes ✓	No Bid
Power Point/Presentation Advancer	Yes ✓	No Bid
Recording device	Yes ✓	No Bid

Photo cameras (with Gimbal for movement)	Yes	✓	No Bid
Licensed and Insured Drone Operator	Yes	✓	No Bid
Teleprompter with operator	Yes	✓	No Bid
Audio/Video Upload and Sending of File(s)	Yes	✓	No Bid
USB deliverable fee	Yes	✓	No Bid
Comcast or other provider FTP Upload	Yes	✓	No Bid
Upload to other destinations	Yes	✓	No Bid
PIP Timer via Laptop Option	Yes	✓	No Bid
PIP Timer via Switcher Option with Laptop	Yes	✓	No Bid
YouTube Management (create video from audio)	Yes	✓	No Bid
Consumable fees- Gaff Tape, Batteries, cable ramps, etc.- (per event) (if applicable)	Yes	✓	No Bid
Call in Audio System via Zoom or other virtual meeting software- (Management and Operation)	Yes	✓	No Bid
Use of Zoom, WebEx or Virtual Mtg Account	Yes	✓	No Bid
Telephone Remote Call-in Compatibility	Yes	✓	No Bid
Transcription Services	Yes	✓	No Bid
Presentation Timers (multiple sizes)	Yes	✓	No Bid

Proposer should include Hourly Rates for Labor.

Labor Pricing

Proposer shall provide hourly labor rate(s) for all Employees (various titles) Include overtime, multiple event overtime, and holiday overtime hourly rates (if applicable)

Proposer should include pickup/delivery charges (if applicable).

Miscellaneous Charges

Proposer shall indicate if there is a Pickup/ Delivery and/or Trip Charge for events. Pricing (if applicable) for same day events versus multi-day events.

Expedited Scheduling Fee	Yes	No Bid
Cancelation/Re-scheduling Fee	Yes	No Bid

Proposer may submit additional value-add equipment and services if not listed above.

Additional Equipment/ Services

Proposer should also include any add-on equipment or services which their company can provide in relation to these services (if not listed above). Please include this as additional price pages in your RFP submission. i.e., Editing, transcription services, etc.

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Authorized Signature:	
Print Name:	Howard Mathias
Title:	Principal

Proposer agrees to accept the ~~VISA~~ Procurement card for payment. Circle one: YES OR NO

SECTION6.0 PRICE PROPOSAL FORM

Proposer should include itemized, a la carte equipment rental pricing. The Town has listed equipment below which it has previously utilized or may utilize in the future for meetings/events. Proposer should include pricing for each of these items in their RFP submission. If including pricing, please check 'Yes' next to the item. If an item is not offered by your company, check 'No Bid'.

Pricing can be listed on separate price pages included in your RFP submission.

Equipment/ Service Pricing

Monitors (multiple sizes)	Yes	No Bid
Audio Monitors	Yes	No Bid
Monitor stands	Yes	No Bid
Projectors (multiple sizes)	Yes	No Bid
Video cameras 4K (floor based)	Yes	No Bid
Wireless video cameras	Yes	No Bid
4K cinema video camera (for filming videos)	Yes	No Bid
4K Go-Pro	Yes	No Bid
Camera Jib (multiple sizes)	Yes	No Bid
Camcorder	Yes	No Bid
Tripods	Yes	No Bid
Projection screens (multiple sizes)	Yes	No Bid
Video Monitors (multiple sizes)	Yes	No Bid
Pipe and drape (multiple sizes)	Yes	No Bid
Podiums	Yes	No Bid
Microphones (wired, wireless, handheld, tabletop, desktop, push to talk, gooseneck, boom mic, etc.)	Yes	No Bid
Microphone Stands (floor, tabletop, etc.)	Yes	No Bid
Mixers (small, 16 channel, 32 channel, etc.)	Yes	No Bid
Speakers	Yes	No Bid
Subwoofer	Yes	No Bid
CD players	Yes	No Bid
DVD players	Yes	No Bid
Sound systems	Yes	No Bid
Laptops	Yes	No Bid
Wireless iPad Control	Yes	No Bid
Cable packages (XLR, SDI, etc.)	Yes	No Bid
Cable converters (SDI to HDMI, etc.)	Yes	No Bid
Power Kit (extension cords, power strips, power service)	Yes	No Bid
Wireless Overflow Presentation HDMI TV Connection	Yes	No Bid
Wired Video to Second Room 100 ft SDI Cables	Yes	No Bid
SDI + HDMI Converters	Yes	No Bid
Splitters (HDMI, etc.)	Yes	No Bid
White Board with Easel, Markers, and Eraser	Yes	No Bid
Flip Chart with pad and makers	Yes	No Bid
Live stream device switcher	Yes	No Bid
Power Point/Presentation Advancer	Yes	No Bid
Recording device	Yes	No Bid



CAMERA EQUIPMENT (Live Stream)	**Cost**
4k Floor Based JVC Camcoder Camera Package includes tripod and media	$125.00
4k Floor Based FS7 Camera Package includes tripod and media	$300.00
Telephoto lens for long distance coverage	$500.00
Wireless Camera Solution (Includes transmitter and receiver, does not include camera)	$100.00
4k GoPro Package	$50.00

LIVE STREAM EQUIPMENT	
Live Stream Device Switcher + Recorder + Monitor	$150.00
Live Stream Switcher Device + Monitor	$125.00
Laptop to run presentations	$100.00
Laptop to run the switcher	$100.00
Switcher for smaller events for 1080	$100.00
Multicamera switcher for larger events for 4k/1080	$450.00
Live Stream cable/connectors package	$100.00
Zoom platform rental fee if using Full Moon Creatives Zoom Account	$100.00
SDI ---> HDMI Converter	$25.00
HDMI ---> SDI Converter	$25.00
Live Graphics Package - Content Build out and on location application	$400.00
Computer Monitor	$25.00

AUDIO EQUIPMENT	Cost
32 Channel Mixer	$250.00
16 Channel Mixer with wireless iPad control	$125.00
16 Channel Mixer	$100.00
Tabletop Microphone Stand	$5.00
Wired Handheld Microphone Unit	$25.00
LAV Wireless Microphone Unit	$125.00
Handheld Wireless Microphone	$125.00
Push To Talk Gooseneck Table Top Microphone	$75.00
Podum Wired Microphone	$25.00
Desktop Wired Microphone with Base	$50.00
Bluetooth PA Speaker	$75.00
PA Speaker Stand	$10.00
Wireless Audio Option for overflow room audio	$75.00
Snake and Audio Cable Package	$75.00
Field Mixer Recorder Unit	$100.00

LIGHTING EQUIPMENT	Cost
Various degree Leiko	$125.00
Lighting Stands	$25.00
HMI 575	$125.00
HMI 1200	$250.00
Combo Stand	$35.00
Rolling Combo Stand	$100.00
1 x 1 battery operated LED Panels with stand per light	$75.00
4 Light Arri Kit	$125.00
Arri Sky Panel	$550.00
3000 WATT LED PANEL	$350.00
Wireless Uplighting	$50.00
Wired Uplighting	$25.00
Lighting Control Board	$500.00

Extra Meeting Equipment Or Event Services	Cost
Bonded Livestream connection for locations without internet service or sufficient internet service	$750.00
Per Gig of data for the Bonded Livestream Interent Connection	$25.00
4,000 Lumen Projector	$150.00
6,000 lumen projector with standard and short throw lens	$400.00
12,000 lumen projector with standard and short throw lens	$750.00
LED Video Wall **(Custom Quoted Per Event)**	
6’ x 10’8” Projection Screen Kit with dress kit	$300.00
7'11' x 14 Projection Screen kit with dress Kit	$600.00
16"H x 13' W Black Drape Panel $85.00 price per panel: includes truss ties and hardware **(Custom Quoted Per Event)**	
Camera Jib 7' , 10', 30' **(Custom Quoted Per Event)**	
Aluminum Truss Podium	$250.00
Subwoofer	$300.00
CD Players	$25.00
DVD Players	$25.00
Sound Systems **(Custom Quoted Per Event)**	
White Board with Easel, Markers, and Eraser (per day)	$30.00
Flip chart with Pad and Markers (per day)	$20.00
Powerpoint Advancer	$25.00
USB extender for the Powerpoint Advancer	$5.00
C-stand	$20.00
Green Screen **(Custom Quoted Per Event)**	
Studio Space Green Screen **(Custom Quoted Per Event)**	
Rigging **(Custom Quoted Per Event)**	
Trussing **(Custom Quoted Per Event)**	
Stage Design **(Custom Quoted Per Event)**	
FM transmision system	$250.00
50" Monitor on Stand with wheels	$250.00
40" Monitor on Stand with wheels	$200.00
Mini mixer for 4 channel audio breakout room	$75.00

LABOR (number of Audio/Video technicians varies based on job requirements)

TEST DAY - (Necessary equipment will be billed at half rate for test day)
- Audio/Video Technicians (2 hrs set up at $175.00 PER TECHNICIAN)
- Each additional hour billed at $40.00 an hour in quater hour increments) per person.

LOAD IN DAY/DAY BEFORE MEETING SETUP (Equipment will not be billed for only labor at the below labor fee
- Day before labor: 2 Audio/Video Technicians billed at $295.00 per hour for a minumum of a 4 hour window
- Additional hours billed at $295.00 per hour for the 2 person team

DAY OF MEETING SETUP AND COVERAGE
- 3 Audio/Video Technicians (3.5 hrs set up at $235.00 PER TECHNICIAN)
- Each additional hour billed at $40.00 an hour in quater hour increments) per person.

[redacted]

EXTRA SERVICES	**Cost**	
Closed Captioning (price based on length of video and number of speakers) **(Custom Quoted Per Event)**		
Transcriptions	$1.66	per min

Pre-Production	**Half Day** *(0-5 hours)*	**Full Day** *(5-10 hours)*
Script Writing Starting at $200.00 per minute	$200.00	
Casting Fee starting at $450.00	$450.00	
Location Scouting Day rate $450.00	$450.00	
Talent fees **(Custom Quoted Per Event)**	$450.00	

[redacted]

CREATIVE SERVICES	**Half Day** *(0-5 hours)*	**Full Day** *(5-10 hours)*
Producer	$350.00	$550.00
Director	$450.00	$600.00
Director of Photography	$450.00	$650.00
Camera Operator	$350.00	$500.00
Gaffer	$400.00	$600.00
Grip	$350.00	$500.00
Audio Operator	$450.00	$650.00
Production Assistant	$150.00	$225.00
Make Up Artist	$450.00	$650.00
Photographer with Camera system	$850.00	$1,500.00
Head Shots Session **(Custom Quoted Per Event)**		

Editing Billed by the Hour at $125.00		
**syncing of all cameras*	$125.00	per hour
**editing together of various footage*	$125.00	per hour
**graphics intergrated*	$125.00	per hour
**music from stock libraries*	$125.00	per hour
**color correciton*	$125.00	per hour
**motion graphics*	$125.00	per hour
**powerpoint*	$125.00	per hour

Additional Creative Creation and Editting Services: Billed by the Hour at $125.00		
After Effects	$125.00	per hour
Photoshop	$125.00	per hour
Power Point	$125.00	per hour
Web Design	$125.00	per hour
On Location Editing	$125.00	per hour
Photo Editing	$125.00	per hour
Sound Design	$125.00	per hour
Audio Editing	$125.00	per hour

On Location Camera Coverage	**Half Day** *(0-5 hours)*	**Full Day** *(5-10 hours)*
Sony 4k Camera with Director of Photography	$850.00	$1,250.00
Photo Camera (with Gimbal for movement)	$700.00	$1,200.00
Sony A7S II 4k with gimbal with Video Operator	$650.00	$900.00
Teleprompter with operator	$450.00	$650.00
Blackmagic 12k cinema camera with ultra slow motion option with lenses	$1,500.00	$2,200.00
On location still photography services with Photographer, Camera package and portrait lens	$700.00	$1,200.00
Photo Camera (with Gimbal for movement)	$700.00	$1,200.00
** Licensed and Insured Drone Operator **	$850.00	$1,200.00
**night time flight availabily for addional fees based on the location and time of flights **		
On Location Audio Coverage		
Field Audio Kit 1 wireless audio kit and 1 boom mic with Audio Operator	$800.00	$1,200.00
Wireless ENG Kit (includes lavieler mic, transmitter and receiver)		$100.00
Large Event/Concert Audio Package **(Custom Quoted Per Event)**		

Creative Video Equipment Rental (Per day rates)	**Cost**
Dana dolly with track and stands	$200.00
Motion Control Time lapse Slider with support package	$350.00
Production Monitor 17"	$100.00
Tripod	$100.00
Prime Lens Package includes 6 lens	$250.00
N Zoom Lens Package	$150.00
Cine Master Prime Lens Package **(Custom Quoted Per Event)**	
360 VR Camera Package **(Custom Quoted Per Event)**	
VR Camera Gimbal	$150.00

Miscellaneous Negotiated Terms	
Add Cancellation/Re-Scheduling fee within 72 hours of the meeting SETUP time	$350.00
Fees to send Audio and Video files	$50.00
Comcast or other provider FTP upload	$50.00
Fee to Upload file to other media	$50.00
Add cost to share WIRELESS video to secondary room	$100.00
Add cost to have WIRED video to secondary room	$25.00
Cable Package (SDI) per cable	$10.00
Cable Package (XLR) per cable	$5.00
Cable Package (HDMI) per cable	$5.00
Cable Package (Power Cables) per cable	$5.00
Power Strips per item	$5.00
Add fee for PIP Timer added to Screen: Laptop + Switcher	$200.00
Call in Audio System via Zoom or other virtual meeting software (management/operation) **(Custom Quoted Per Event)**	
Use of Zoom, WebEx, or Virtual Mtg Account	$100.00
Telephone Remote Call in Compatibilty **(Custom Quoted Per Event)**	
USB Delivery Fee	$100.00
YouTube Management (create video + audio) **(Custom Quoted Per Event)**	
Consumable Fees: Gafftape per roll	$25.00
Consumable Fees: Batteries per AA battery	$2.00
Consumable Fees: Cable Ramps *included*	$0.00
Presentation Timers (mulitple sizes) per day	$50.00

SECTION7.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE

(Davie Code of Ordinances Sec. 2-329)

****Complete the boxes below as applicable:****

1. ___ My Business is located within the **Town of Davie**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE*
Phone Number:
Email Address:
Has the business name changed since it was opened in Davie? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Town of Davie:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

2. X My Business is located within **Broward County**.

Legal Name of Firm: Full Moon Creative LLC.
Taxpayer ID No.: 34-2039315
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE* 10001 NW 50th St. Suite 202 Sunrise, FL 33351
Phone Number: (954) 742-2622
Email Address: Hattias@fullmooncreative.com
Has the business name changed since it was opened in Broward County? Yes___ No X
If yes, provide the previous business name: N/A
Date your business was established in Broward County: 02/07/2005
Business License Number: L05000012168 **Date Issued:** 02/07/2005
The business employs 10 **(insert a number) full time employees.**

X **I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).**

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: Howard Attias

ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. JA-21-50 Audio Visual Services

ADDENDUM No. 1 **RFP DUE DATE** 2:30 PM EST ON 04/22/2021 **TODAY'S DATE** 4/13/2021

To All Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFIs

Q.1: Regarding internet, can you please advise what bandwidth capabilities the facility has?
A.1: The Town has multiple high speed Internet connections that are available in the Bamford Park MPC facility. Internet speeds will vary from this facility, but the current local "Guest" Internet connection is capable of 150 MB/s.

Q.2: Please confirm if there are any ethernet ports, as we did not see any on the walls during the site visit.
A.2: The Town has Ethernet capability in the Bamford Park MPC facility; however, local area network connectivity is typically reserved for Town of Davie authorized devices exclusively. Network connectivity requirements will need to be discussed with prospective bidders and approved by Davie IT. The Town also has "Guest" wireless connectivity which is available in the Bamford Park MPC facility as well for access to the Internet, which would also need to be discussed with Davie IT.

Reviewed by:

Digitally signed by Brian K. O'Connor
Date: 2021.04.13 16:17:34 -04'00'

Procurement Manager
Purchasing Division

Acknowledged by: Full Moon Creative LLC.
Contractor
Howard Hicks
Authorized Representative (*Printed*)
Principal
Title
Signature
4/20/2021
Date

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

October 21, 2020

Mr. Dwight Moon
FULL MOON CREATIVE, LLC
10001 NW 50th Street, Suite 202
Sunrise, Florida 33351

Dear Mr. Moon:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** and **Small Business Enterprise (SBE)** certifications have been renewed**.**

Your firm's certifications are continuing from your anniversary date but are contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE and SBE programs within **thirty (30) days** from your anniversary may result in the expiration of your firm's certifications. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over $3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Contract Services.** This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 512199, 512110, 541870, 541922

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL MCDONALD
Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2020.10.27 11:23:49 -04'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE SBE
ANNIVERSARY DATE: SEPTEMBER 12th

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: Pompano Beach
Address: 100 W. Atlantic Blvd.
City/State/Zip: Pompano Beach, FL 33060
Contact: Sandra King
Title: Communication and Marketing Director
Email Address: Sandra.King@copbfl.com
Telephone: (954) 850-8864
Scope of Work: Video Production and Livestream for Events
Description of Services Provided: Multi-camera live stream event production
Video content for the city

2) Name of Client Entity: Village of El Portal
Address: 500 NE 87th St.
City/State/Zip: El Portal, FL. 33138
Contact: Mayor Omarr C. Nickerson
Title: Mayor of the Village of El Portal
Email Address: Onickerson@villageofelportal.org
Telephone: (305) 795-7880
Scope of Work: City Meeting Coverage
Description of Services Provided: Zoom and in person video recordings for meetings
Commission, Committee Meetings, Sustainability and Resiliency

3) Name of Client Entity: Town of Southwest Ranches
Address: 13400 Griffen Road
City/State/Zip: Southwest Ranches, FL 33330
Contact: Russel Muñiz
Title: City Clerk
Email Address: Rmuniz@southwestranches.org
Telephone: (954) 434-0008
Scope of Work: Zoom and in person video recording of meeting
Description of Services Provided: Commission Meetings and previously Comcast uploads

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

1. How many years has your firm been in business under its present business name?: 15 Years

2. Under what other former name(s) has your firm operated?: Only Full Moon Creative LLC.

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **No** **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **No** **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. N/A

LOBBYING INTEREST FORM

Please selection one option:

X My company is not interested in lobbying either staff or elected officials on any subject associated with this solicitation.

_____ My company is interested in lobbying either staff or elected officials on matters associated with this solicitation.

Authorized Signatory: _____ Print Name: Howard Attias

4/20/2021

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☑ Updating Application ■

Vendor Name:

(Business Name Registered With The State OR Full Name If An Individual)

Full Moon Creative LLC.

Mailing Address:

10001 NW 50th St. Suite 202, Sunrise FL 33351

Remit to Address

(If Different from Mailing Address):

Contact Name:

Howard Attias

Telephone:

(954) 742-2622

Federal Tax ID Number:

342039315

Fax Number:

Company Email Address:

hattias@fullmooncreative.com

Business Website (If Applicable):

www.fullmooncreative.com

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name	Contact Information
Jeimy Moon	(954) 562-6519

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: Jenna Albers: Town of Davie

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: Leona Henry: Town of Davie

Please note: This survey form is used for internal Procurement purposes only.



RFP# JA-21-50 Agreement

AGREEMENT No. RFP# JA-21-50

BETWEEN THE TOWN OF DAVIE AND Full Moon Creative LLC.

THIS AGREEMENT is made and entered into as of this ***20th day of April 2021*** by and between a corporation organized and existing under the laws of the **State of Florida**

(hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision, with offices at of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to

WITNESSETH:

AGREEMENT No. RFP# JA-21-50 Audio Visual Services which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated on this 8th day of December 2020 hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. The Town agrees to abide by and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. Contractor shall deliver materials and/or provide services in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

Complete Address Here: 10001 NW 50th St. Suite 202 Sunrise FL 33351

Agreement No. RFP# JA-21-50 Audio Visual Services

4. The Town agrees to make payment in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in **Agreement No. RFP# JA-21-08 Audio Visual Services** unless Contractor is otherwise notified by the Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this ***20th day of April 2021***

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

City of Ft. Lauderdale - Coverage of Regular Council Meetings, Live Streaming and AV I

City of Parkland - Mini Documentary + Video Production

City of Miami Gardens - coverage of regular council meetings, live stream and AV produ

City of Pompano Beach - live stream event and video production

Cooper City - coverage of regular council meetings, live stream and AV production

Hallandale Beach - coverage of regular council meetings, live stream and AV productio

MDX Miami Dade Expressway - coverage of regular council meetings, live stream and A

Products & Services

In the space provided below please indicate any product or services that your firm provides

Our team has evolved alongside with our clients needs over the years.

We focus on top notch services and products for small and large businesses.

We have also been working with municipalites in both Broward and Dade county.

We faciliate and produce live stream city meetings and record events and meetings.

At Full Moon Creative LLC we believe that creativity and collobaration go hand and h

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership %
Howard Attias	8690 NW 24th St. Sunrise, FL 33322	49%
Dwight Moon	10281 NW 24th Ct. Sunrise, FL 33322.	51%

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address

3. The officers of the Corporation are as follows:

	Name	Address
President:		
Vice President:		
Secretary:		
Treasurer:		
Registered Agent:	Howard Attias	8690 NW 24th St. Sunrise FL 33322

TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

Full Moon Creative LLC. does not:

Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

Affirm: ☑

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters
TO BE COMPLETED BY PROSPECTIVE VENDOR

A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town of other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm: ☑

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.
(Please select one option)

☐ YES ☒ NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:	Relationship:

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed
Howard Attias - Principal

Authorized Signature

Date 4/20/2021

LOCAL BUSINESS TAX RECEIPT
RECEIPT EXPIRES: 9/30/2021

BUSINESS NAME: FULL MOON CREATIVE LLC
LOCATION ADDRESS: 10001 NW 50 ST
202
SUNRISE, FL 33351
ISSUE DATE: October 01, 2020
EXPIRATION DATE: September 30, 2021

TAX RECEIPT NUMBER: BTR-001226-2020
BUSINESS CLASS: 3 - Advertising

TOTAL AMOUNT PAID: **$419.44**

Comments: **---ADVERTISING AGENCY, VIDEO & FILM PRODUCTION--**

RECEIPT MUST BE CONSPICUOUSLY DISPLAYED TO PUBLIC VIEW AT BUSINESS LOCATION.
NOTICE: THIS RECEIPT BECOMES NULL & VOID IF OWNERSHIP, BUSINESS NAME, OR ADDRESS IS CHANGED. TAXPAYER MUST APPLY TO BUSINESS TAX DIVISION FOR TRANSFER.

Print Mail 1-866-667-2661

See Reverse Side For Easy Opening Instructions

City of Sunrise
Local Business Tax Receipt Division
1601 NW 136 Avenue, Building A
Sunrise, FL 33323

CITY OF SUNRISE BUSINESS TAX RECEIPT DO NOT DISCARD

RETURN SERVICE REQUESTED

Jeimy Moon, FULL MOON CREATIVE LLC
10001 NW 50 ST
202
SUNRISE, FL 33351

ZCOSF/LIC

2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 14, 2020
Secretary of State
6677124974CC

DOCUMENT# L05000012168

Entity Name: FULL MOON CREATIVE LLC

Current Principal Place of Business:

10001 NW 50TH STREET
SUITE 202
SUNRISE, FL 33351

Current Mailing Address:

10001 NW 50TH STREET
SUITE 202
SUNRISE, FL 33351 US

FEI Number: 34-2039315

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

MOON, DWIGHT D
10281 NW 24TH CT.
SUNRISE, FL 33322 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGRM	Title	MGRM
Name	MOON, DWIGHT D	Name	ATTIAS, HOWARD M
Address	10281 NW 24TH CT.	Address	8690 NW 24TH ST.
City-State-Zip:	SUNRISE FL 33322	City-State-Zip:	SUNRISE FL 33322

Title	OFFICE MANAGER
Name	LOPEZ-MOON, JEIMY
Address	10001 NW 50TH STREET SUITE 202
City-State-Zip:	SUNRISE FL 33351

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JEIMY LOPEZ-MOON OFFICE MANAGER 03/14/2020

Electronic Signature of Signing Authorized Person(s) Detail — Date

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Full Moon Creative LLC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
10001 NW 50th ST Suite 202

Requester's name and address (optional)

6 City, state, and ZIP code
Sunrise, FL 33351

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	4	–	2	0	3	9	3	1	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 4/20/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutu funds)
- Form 1099-MISC (various s of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/07/2021

PRODUCER
STEPHEN M. SLOAN, AGENT
1701 E. ATLANTIC BLVD
POMPANO BCH, FL 33064

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company 25178	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
FULLMOON CREATIVE LLC
10001 NW 50TH ST STE 202
SUNRISE, FL 33351-8093

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY	968 3092-A22-59	01/22/2021	07/22/2021	COMBINED SINGLE LIMIT (Ea accident)	$
		[X] ANY AUTO				BODILY INJURY (Per person)	$ 1,000,000.00
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$ 1,000,000.00
		[X] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$ 1,000,000.00
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS					
		[X] Uninsured Motorists coverage $1,000,000					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured:
TOWN OF DAVIE, directors, officers, agents, independent contractors, successors and assigns, and other authorized representative shall be named as additional insured to the extent of the contractual obligation assumed by the Company

CERTIFICATE HOLDER

TOWN OF DAVIE
PURCHASING DIVISION
6591 ORANGE DRIVE
DAVIE, FL 33314

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Stephen Sloan

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEENTHE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Any Representative	
Athos Insurance Services, LLC **P.O. Box 61102** **Pasadena, CA 91116**	PHONE (A/C, No, Ext):	(626) 716-9800	FAX (A/C, No): (626) 701-5047
	E-MAIL ADDRESS:	service@athosinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURERA:	Atlantic Specialty Insurance Company	27154
INSURED	INSURERB:	United States Fire Insurance Company	21113
Full Moon Creative LLC **10001 NW 50th St. Unit 202** **Fort Lauderdale, FL 33351**	INSURERC:		
	INSURERD:		
	INSURERE:		
	INSURERF:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITH STANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BYTHE POLICIES DESCRIBED HERE IN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	x		SRPGAPML-101-0720 /	10/23/2020 12:01 AM	10/23/2021 12:01 AM	GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
							PERSONAL & ADV INJURY	$1,000,000
							EACH OCCURRENCE	$1,000,000
							FIRE DAMAGE (Any one fire)	$300,000
							MED EXP (Any one person)	$0
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTO NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Inland Marine Coverage			790011744-0008-58611	10/23/2020 12:01 AM	10/23/2021 12:01 AM	Limit Description Deductible / Options	See Supplement $250* / Supplement
B	Accident Medical			TBD	10/23/2020 12:01 AM	10/23/2021 12:01 AM	Maximum Medical Benefit AD&D / Deductible	$25,000 $2,500 / $250

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as Additional Insured and Loss Payee

There is no coverage for Rented Autos. There is no exclusion for Theft From an unlocked or unattended vehicle. Wind, flood, or hail Deductible: $5,000

CERTIFICATE HOLDER

Town of Davie
Purchasing Division
6591 Orange Drive
Davie, FL 33314

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THERE OF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

SUPPLEMENT TO CERTIFICATE OF INSURANCE

Date: 01/07/2021

Name of Insured: Full Moon Creative LLC

Coverages:	**Deductible Per Claim:**	**Limit:**
Owned Trailer – Scheduled	$0.00	$0.00
Owned Production Equipment – Scheduled	$250.00*	$17,999.00
Owned Production Equipment- Unscheduled	$250.00*	$152,839.00
Owned Sports & Recreation Equipment – Scheduled	$0.00	$0.00
Owned Sports & Recreation Equipment – Unscheduled	$0.00	$0.00
Owned Musical Instruments & Sound Equipment – Scheduled	$0.00	$0.00
Owned Musical Instruments & Sound Equipment – Unscheduled	$0.00	$0.00
Tenant Improvement and Betterments Limits – Scheduled Location(s)	$0.00	$0.00
Rented Equipment From Others	$250.00*	$27,000.00
Rented Equipment To Others	$0.00	$0.00
Voluntary Parting or False Pretense Coverage (of insured's owned equipment)	$0.00	$0.00
Rental Reimbursement	72 hours	$0.00
Continuing Rental Fees	3 Days	$2,500.00
Work/Tools & Clothing	$0.00	$0.00/occurrence $0.00/employee
Plate Glass	$0.00	$0.00
Business Income & Extra Expenses	72 hours	$0.00
Newly Acquired Miscellaneous Articles		$10,000
Pollutant Clean Up		$10,000
Debris Removal		$25,000
Preservation of Property – Expense Coverage		$10,000 30 Days
Inventory or Appraisals		$10,000
Maximum Value of Equipment That Goes Under or Above (Afloat) Water At Any One Time	$0.00	$0.00

Wind, flood, or hail Deductible: $5,000

Supp (10/00)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cennairus 7422 N Tamiami Tr Sarasota, FL 34243	**CONTACT NAME:** Customer Service Department **PHONE (A/C, No, Ext):** 941-927-9500 **FAX (A/C, No):** **E-MAIL ADDRESS:** customerservice@cennairus.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** The Travelers Indemnity Company of America **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED Full Moon Creative LLC 10001 Northwest 50th Street, Suite 202 Fort Lauderdale FL 33351	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE [blank]	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-9K434589-20-42-G	05-03-2020	05-03-2021	☑ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Davie
Purchasing Division
6591 Orange Drive
Davie, FL 33314

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Forrest J. Harris President

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Detail by Entity Name

Florida Limited Liability Company
FULL MOON CREATIVE LLC

Filing Information

Document Number	L05000012168
FEI/EIN Number	34-2039315
Date Filed	02/07/2005
State	FL
Status	ACTIVE

Principal Address

10001 NW 50th Street
SUITE 202
SUNRISE, FL 33351

Changed: 02/23/2018

Mailing Address

10001 NW 50th Street
SUITE 202
SUNRISE, FL 33351

Changed: 02/23/2018

Registered Agent Name & Address

MOON, DWIGHT D
10281 NW 24th Ct.
SUNRISE, FL 33322

Address Changed: 01/16/2015

Authorized Person(s) Detail

Name & Address

Title MGRM

MOON, DWIGHT D
10281 NW 24th Ct.
SUNRISE, FL 33322

Title MGRM

ATTIAS, HOWARD M
8690 NW 24th St.
SUNRISE, FL 33322

Title Office Manager

Lopez-Moon, Jeimy
10001 NW 50th Street
SUITE 202
SUNRISE, FL 33351

Annual Reports

Report Year	Filed Date
2018	02/23/2018
2019	03/01/2019
2020	03/14/2020

Document Images

03/14/2020 -- ANNUAL REPORT	View image in PDF format
03/01/2019 -- ANNUAL REPORT	View image in PDF format
02/23/2018 -- ANNUAL REPORT	View image in PDF format
03/22/2017 -- ANNUAL REPORT	View image in PDF format
04/25/2016 -- ANNUAL REPORT	View image in PDF format
05/20/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/16/2015 -- ANNUAL REPORT	View image in PDF format
03/25/2014 -- ANNUAL REPORT	View image in PDF format
04/08/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
03/03/2010 -- ANNUAL REPORT	View image in PDF format
01/05/2009 -- ANNUAL REPORT	View image in PDF format
04/18/2008 -- ANNUAL REPORT	View image in PDF format
01/10/2007 -- ANNUAL REPORT	View image in PDF format
02/22/2006 -- ANNUAL REPORT	View image in PDF format
02/07/2005 -- Florida Limited Liability	View image in PDF format

_____
Company Submitting Response

REQUEST FOR PROPOSALS

RFP NO.	**JA- 21 - 50**
TITLE	**AUDIO VISUAL SERVICES**
AVAILABLE	**WEDNESDAY, MARCH 24TH, 2021**
MANDATORY PRE-PROPOSAL CONFERENCE	**TUESDAY, APRIL 6TH, 2021 AT 3:30 PM EST** **MEET AT THE MULTIPURPOSE CENTER** **LOCATED IN PINE ISLAND PARK** **3801 SOUTH PINE ISLAND ROAD, DAVIE, FL 33328**
DUE DATE	**2:30 PM EST on THURSDAY, APRIL 22ND, 2021**
SUBMIT TO	**DEMANDSTAR**
REVIEW MEETING	**APRIL/MAY- DATE TBD**
COUNCIL APPROVAL	**DATE TBD**
BONDS	**N/A**

Download Bid Information for Free at: https://www.davie-fl.gov/bids

Town of Davie Supplier Central: https://www.davie-fl.gov/877/Supplier-Central

TOWN OF DAVIE
RFP NO. JA-21-50
REQUEST FOR PROPOSALS
Audio Visual Services

Dear Potential Respondent:

The Town of Davie, Florida invites qualified firms to submit responses in accordance with the requirements stated herein no later than **2:30 PM EST on THURSDAY, APRIL 22ND, 2021,** for **RFP NO. JA-21-50 Audio Visual Services.** Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.davie-fl.gov/bids or at DemandStar.com.

A Mandatory Pre-Proposal meeting and Site Visit will be held on Tuesday, April 6th, 2021 at 3:30 PM EST at the Multipurpose Center located in Pine Island Park at 3801 South Pine Island Road, Davie, FL 33328. Meet outside the main entrance of the Multipurpose Center.

Requirements in relation to the COVID-19 Pandemic for attending the public pre-proposal meeting are as follows:
• Temperature checks will be taken prior to entering the Multipurpose Center. Hand sanitizing will be available upon entry.
• Masks must be worn at all times on Town property.
• Social distancing rules must be adhered to at all times on Town property.

Questions regarding this solicitation shall be submitted in writing to purchasing@davie-fl.gov no later than 5:00 PM on **April 12, 2021**. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Purchasing website and DemandStar.com. It is the responsibility of prospective bidders to ensure they are aware of all addenda issued relative to this solicitation.

Respondents **shall submit all proposal documents electronically through** www.demandstar.com**.** A full instructional guide on how to submit documents will be included with this solicitation. Under "Bid Amount," enter "0". All calculations and review of responses will be conducted through administrative review and a review committee meeting to be scheduled later. Only prosper names were read into the record. The Town will maintain documentation on its own website at www.davie-fl.gov/purchasing for general public information and posting requirements. **Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the Town Hall Council Chambers on the due date/time noted above.
Requirements in relation to the COVID-19 Pandemic for attending the public opening are as follows:
• Inform guard upon entry of attendance to this meeting
• Temperature checks will be taken prior to entering Town property
• Wrist band provided by guard must be worn at all times on Town property
• Masks must be worn at all times on Town property
• Social distancing rules must be adhered to at all times on Town property

Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:
Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/onstage/g.php?MTID=eb803f36ea5fdf55e093efee4daad4524

Meeting number:
129 601 9321
Password:
mRnahR7R2M8

More ways to join
Join by video system
Dial 1296019321@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone
+1-408-418-9388 United States Toll
Access code: 129 601 9321

The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such purpose he or she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

TABLE OF CONTENTS

SOLICITATION SECTIONS		PAGE
SECTION 1.0	General Terms and Conditions	4
SECTION 2.0	Insurance Requirements	30
SECTION 3.0	Special Conditions	32
SECTION 4.0	Content of Proposal	36
SECTION 5.0	Scope of Work	37
SECTION 6.0	Price Proposal Form	42
Exhibit A	Photos and Videos	Attached after Section 6.0
Exhibit B	Sample Council Meeting Details	Attached after Exhibit A
SECTION 7.0	Required Forms	45
	• Demandstar Sign Up • Demandstar E-Bidding Instructions • Conference Call/Online Meeting Instructions • Vendor Requirement Guide	Attached

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Administrator and/or Town Council.

Contract: The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Administrator: Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Town: The Town of Davie, a municipal corporation and political subdivision of the State of Florida, incorporated within Broward County, Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members. As used hereunder, the Town is the Town of Davie, including its districts, boards, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers.

Community Redevelopment Agency (CRA): The Town of Davie Community Redevelopment Agency, which is created pursuant to Florida Chapter 163, Part III.

Town Administrator: The Administrator of the Town of Davie, Florida.

Executive Director: The Executive Director of the Davie Community Redevelopment Agency.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Towns Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Town of Davie.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words **"Work", "Services", "Program", or "Project":** All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words **"Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed",** or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project o Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at https://www.davie-fl.gov/list.aspx.

1.3 LOCAL PREFERENCE

Definitions

Local Davie Vendor-a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal

Service recognizes as being a Davie address to be eligible.
Local Broward County Vendor- a "local Broward vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

Bid- A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing department on the Town's website where the award is determined by price.

Proposal- A proposal shall be any competitive solicitation by Request for Proposal (RFP) or Request for Qualifications (RFQ) officially posted by the Town of Davie purchasing department on the Town's website where the award is determined by qualifications.

Process

a) Competitive Bid- For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a 5% evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within 5% of the lowest price if that lowest price is submitted by a non-Broward County vendor or within 2.5% of the lowest price if that lowest price is submitted by a Broward County vendor, the "local Davie vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a 2.5% evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within 2.5% of the lowest price submitted by any non-Broward County vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there are a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least 1%, an opportunity will be given to the "local Broward County vendor" to do so. If the "local Broward County vendor" cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within 5% of the lowest bid/quote if that bid/quote is from a non-Broward County bidder, or within 2.5% of the lowest bid/quote if that bid/quote is from a local Broward County bidder, then all vendors will be asked to submit a "best and final offer (BAFO)". The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least 1%, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

b) Competitive Proposal- For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any RFP/RFQ unless specifically exempted by the Town Administrator or the Town Council.

c) Exceptions

1. No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

2. Utilization of a State or other agency

contract.

3. State or Federal law prohibits the use of local preference.

4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.

5. Sole source or single source purchases.

6. The “local vendor” is either non-responsive or non-responsible.

7. All bids submitted exceed the budget amount for the project.

8. Emergency purchases.

9. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.

C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.

C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

E. The Town shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

A. Bidders shall submit all bid documents electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. Late submissions shall not be accepted.

B. The Town will maintain documentation on its own website at www.davie-fl.gov/purchasing for general public information and posting requirements.

C. Bidders requesting a copy of the bid tabulation will find this information through www.demandstar.com or on the Town's website at www.davie-fl.gov/purchasing.

1.8 ADDENDA

The Purchasing Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder may not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.9 REJECTION OF BIDS

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.10 WITHDRAWAL OF BIDS

A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.

B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.

C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager, on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

1.14 INVOICING/PAYMENT

All invoices should be sent to: Town of Davie, Finance Department, 6591 Orange Drive, Davie, Florida 33314. In accordance with Florida State

Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.15 DISCOUNTS

A. Bidders may offer a discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.16 COMPETENCY OF BIDDERS

A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.

B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:
Project Manager Town of Davie
Attention: Leona Henry
Intergovernmental Affairs Manager, Town Administration
Phone: 954-797-1035
Email: lhenry@davie-fl.gov

To the Procurement Department:
Brian O'Connor, C.P.M., Procurement Manager
Purchasing Division
6591 Orange Drive
Davie, FL 33314
Phone: (954) 797-1016 Fax: (954) 797-1049
Email: boconnor@davie-fl.gov

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.18 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie or of the Davie Community Redevelopment Agency. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The name of the company shall be displayed on the front of the employee's shirt and the name of the company

and employee must be worn on a badge visible from the front of the employee

1.19 AWARD OF BID

A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called upon, and so on.

B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.

C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).

D. Successful Bidder shall be notified in writing of award.

E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.

1.20 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that it has been treated unfairly with regard to the results of a solicitation, or the resulting recommendation for award, it may protest the Town's action as follows:

1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest along with two (2) cashier's checks within three (3) working days of publication of the notice of intent to award on the Town of Davie website. The first check will be in the amount of $500 (hereinafter called "the administrative fee"). The second check will be in the amount of 1% of the bid amount (hereinafter called "the protest bond").

2. If the Procurement Manager receives a bid protest letter along with the administrative fee and the protest bond fee as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member to be selected by the Town Administrator. The Procurement Manager and the employee that wrote the recommendation for award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the recommendation for award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.

3. The Bid Protest Committee shall schedule a hearing within ten (10) working days of receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.

4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal its case to the Davie Town Council. In order to appeal, the vendor must notify the Town Administrator within three (3) working days of the Bid Protest Committee's adverse ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date in writing.

5. Once the bid protest is resolved, the Town will proceed with the bid award, unless as exempted in 2 above.

1.21 AGREEMENT

An agreement shall be sent to the awarded bidder to be signed, witnessed, and returned to the Town for execution, when applicable. The Town will provide a copy of the fully executed agreement to the awarded bidder.

1.22 DISQUALIFICATION OF BIDDERS

A bid may be disqualified temporarily or permanently and rejected by the Town for any

lawful reason, including but not limited to the following reasons:

A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.

B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.

C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default. The Vendor shall cause all subcontractors to accept the terms and conditions of the Vendor's agreement with the Town.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval, which consent Bidder acknowledges is at the sole discretion of the Town.

1.25 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town may also elect to terminate or cancel any other contracts with such individual, corporation or entity with no penalty to the Town for such termination. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation of this or any other contract with the Town under this section, including but not limited to the Town attorney's fees and costs.

1.26 COLLUSION

The bidder, by affixing a signature to this proposal, agrees to the following:

1. Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham response in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid response or of any other bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

3. The price or prices quoted in the bid response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest.

1.27 REASON FOR NO BID FORM

If choosing not to bid, please complete and return the enclosed form indicating reason for "No Bid" at this time.

1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify and defend the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.29 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. If the Bidder submits trade secrets, as defined under the applicable Florida Statutes, the Bidder shall stamp each page in which the trade secret is listed and clearly mark the information deemed to be a trade secret. The Bidder shall also submit a separate document listing each page in which a trade secret is listed. Additionally, using the appropriate legal analysis, the separate document must clearly state why the information marked as a trade secret is deemed a trade secret pursuant to the applicable Florida Statutes and Florida case law as to be exempt under Chapter 119 of the Florida Statutes.

1.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 954-797-1000, Evelyn_Roig@Davie-FL.gov, 6591 Orange Drive, Davie, FL 33314.

1.31 SCRUTINIZED COMPANIES

Florida Statute § 287.135: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of

the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

1.32 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

1.33 EXCEPTIONS TO PROPOSAL

The bidder must clearly indicate any exceptions it wishes to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation to which the Bidder took exception (as said term and/or condition was originally set forth on the solicitation.)

1.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor shall indemnify, defend and hold harmless the Town of Davie, its officers, employees, volunteers, agents, boards, elected and appointed officials, instrumentalities and the Davie Community Redevelopment Agency from and against any and all liability, losses or damages, including but not limited to attorney's fees and costs, incurred as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection with this agreement, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town or the Community Redevelopment Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, defend, keep and save harmless and defend the Town, the Community Redevelopment Agency, or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.35 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). Contractor agrees that no portion of the bid award will be paid to any employees of the Town of Davie, its elected officials, and/or the contractor's consultants, as a commission, kickback, reward or gift, directly or indirectly by the firm or by an officer of the firm.

1.36 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and not withstanding application of conflicts of law principles.

1.37 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.38 QUANTITIES

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

1.39 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the contractor and return product at bidder's expense.

1.40 WARRANTY

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, including proposed term of warranty coverage, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.41 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.42 CONTRACT RENEWAL

Any contract may be renewed within the parameters set forth in solicitation document or negotiated terms.

1.43 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.44 SAFETY DATA SHEET (SDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the Town.

1.45 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

1.46 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

1.47 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.48 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a

bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.49 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.50 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS

Contractor shall comply with Florida Statute 112.313, which prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy states "No employee, contracted personnel, and elected or appointed official shall solicit or accept, anything of value, including a gift, loan, reward, promise of future employment, favor, or service, when the employee, contracted personnel, and elected or appointed official knows or should know that it is given to influence their vote, action, decision, recommendation or clout of the employee, contracted personnel, and elected or appointed official in the course of their employment or service with the Town of Davie."

Florida Statute 112.312 (12) (a) list what is a "Gift."

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

1.51 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.52 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement, as specified in Florida Statute Chapter 119 and section 1.30 of this agreement, and upon request make them available to the Town following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

1.53 TOWN WEBSITE

Bids, addenda, Intents to Award, and other information is available on the Purchasing Division's "Purchasing" page, which can be found at: https://www.davie-fl.gov/purchasing.

1.54 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.55 CONFIDENTIALITY

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's evaluation are open to public inspection and subject to disclosure upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.56 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

A. The terms and conditions of the agreement

B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and

C. The Contractor's Proposal.

1.57 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or

agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Manager.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.58 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

1.59 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

1.60 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient work due to its errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs, where applicable. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

1.61 MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall

be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.62 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.63 AUTHORITY OF THE TOWN'S PROJECT MANAGER

A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or

in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.64 MUTUAL OBLIGATIONS

A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party.

C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter Contractor agrees to pay the Town's costs, attorney's fees and/or any resulting judgment or settlement from the Contractor.

1.65 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.66 AUDITS

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for

determining the allowability and allocability of costs.

1.67 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.68 SUBCONTRACTUAL RELATIONS

A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.

C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.

E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

1.69 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.70 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from

the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.71 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

A. The Town and/or the CRA, may terminate the Agreement and pursue all remedies available at law if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation or material misstatement.

B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including but not limited to attorney's fees and costs.

C. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor, is given specific consideration to Contractor for the Town's and the CRA's right to terminate this Agreement for convenience.

D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material misstatement may be debarred from Town and CRA contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:

1. Stop work on the date specified in the notice ("the Effective Termination Date");

2. Take such action as may be necessary for the protection and preservation of the Town's and/or the CRA's materials and property;

3. Cancel orders;

4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;

5. Take no action which will increase the amounts payable by the Town under the Agreement.

G. In the event that the Town and/or the CRA exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.72 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;

3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;

6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the Contractor, within the time frame set forth in the Town's or the CRA's request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement;

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.73 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues;

B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.74 PATENT AND COPYRIGHT INDEMNIFICATION

A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services,

equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's or the CRA's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, defend, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's or CRA's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

D. The Contractor shall be solely responsible for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.75 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession or the CRA's possession may constitute or contain information or materials which the Town or the CRA has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town or the CRA has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, or the CRA's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter “Computer Software”). The Contractor acknowledges and agrees that all third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town or the CRA and, if the Computer Software has been leased or purchased by the Town or the CRA, all third party license agreements must also be honored by the contractors’ employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.76 PROPRIETARY RIGHTS

A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies

thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" are works for hire and are the property of the Town.

C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder.

Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, or the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.77 ETHICS

In accordance with Section 2-327 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

1.78 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Occupational Safety and Health Act (OSHA) as applicable to this contract.

C. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.

D. Florida Building Code (FBC).

E. Notwithstanding any other provision of the Agreement, Contractor shall at all times conduct its operations in a safe and sound manner.

1.79 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.80 CONFLICT OF INTEREST

The Contractor represents that:

A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Manager. Contractor shall thereafter cooperate with the Town's review and investigation of such information, and

comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

1.81 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

1.82 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.83 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

1.84 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.85 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.86 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the project he will supply only material or equipment that is 100% asbestos free.

1.87 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

1.88 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall

have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled without penalty by the Town upon giving thirty (30) days written notice to the Contractor.

1.89 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town's bidder lists, and prohibition from engaging in any business with the Town.

1.90 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.91 E-VERIFY

Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By entering into this Contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

1.92 FORCE MAJEURE

The Agreement that is awarded to the successful proposer may provide that the performance of any act by the Town, the CRA, or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.93 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided

with a minimum 30-day notice prior to any such reduction in budget.

1.94 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Town.

1.95 LITIGATION VENUE

The parties agree that all litigation between them in the state courts shall exclusively take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.96 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.97 SUBMISSION AND RECEIPT OF BIDS

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

1.98 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE

The Town of Davie has an exclusive solid waste franchise agreement with Waste Management, Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the Town of Davie or the CRA shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Waste Management for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Management dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Kay Hurley, Waste Management Construction Services Account Manager at (954) 439-4067 or khurley@wm.com .

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor, Procurement Manager, at (954) 797-1016 or boconnor@davie-fl.gov .

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THE BIDDER. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO $15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO $1,000/DAY FOR FIRST VIOLATIONS, UP TO $5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

1.99 DEBARMENT

A vendor who is to be formally removed from the vendor eligibility list and who is to be subsequently barred from doing future business with the Town will be notified in writing by the Procurement Manager through the Office of the Town Administrator. Said written notification will state the reason for debarment and the length of time of its effectiveness, which shall be thirty six months or less from the date of notification.

A vendor who receives a notice of debarment may request, in writing, an appointment with the Procurement Manager and the Town Administrator for the purpose of reviewing the decision. If the review does not satisfactorily resolve the issue, the vendor may then petition to appear at a formal, twice-monthly session of the Town Council to further defend their position. Said petition to appear must be directed to the Office of the Town Administrator or the Office of the Town Clerk for scheduling.

If a vendor's name is removed from the list of vendors eligible to receive a bid opportunity no Town department is able to continue doing business with said vendor. A vendor may be removed from the vendor eligibility list for any of the following reasons:

1. Conviction of a criminal offense relative to securing a public or private contract;

2. Conviction of a violation of a State or Federal anti-trust statute or act relating to the submission of a bid or a proposal;

3. Conviction of a violation of a State or Federal Statute which indicates a lack of business integrity or honesty, e.g., theft, forgery, embezzlement;

4. A serious violation of a contract provision, e.g., a previous failure to perform or unsatisfactory performance associated with an awarded contract or bid;

5. A violation of ethics, as defined within this manual or the Florida State Code of Ethics;

6. Conviction of or evidence of collusion by a respondent or a subsidiary in the submission of a response to the Town, other government agency or business in connection with a solicited RFP, or bid;

7. Any other reason that would affect a vendor's responsibility to the Town.

1.100 EMPLOYEE BACKGROUND VERIFICATION

Contractor certifies and agrees that all personnel used in the performance of this work have had a criminal background check. The Town reserves the right to request copies of the criminal background check.

1.101 LOBBYING

Any communication from a lobbyist to a covered individual regarding any item that will foreseeably be decided by a final decision making authority, which communication seeks to influence, convince, or persuade the covered individual to support or oppose the item requires the said lobbyist to register with the Town of Davie Town Clerk.

1.102 INSPECTOR GENERAL AND ETHICS

In accordance with Section 12.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

END OF SECTION

SECTION2.0 INSURANCE REQUIREMENTS

	Insurance Checklist		
Insurance Type #	**Required**	**Non-Applicable**	**Insurance Types**
1	√		Commercial General Liability
2	√		Automobile Liability
3	√		Workers Compensation and Employers Liability

2.1 INSURANCE TYPES

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of $1,000,000, Personal and Advertising Injury with minimum limit of $1,000,000. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 6591 Orange Drive Davie, Florida 33314.**

2. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 6591 Orange Drive Davie, Florida 33314.**

3. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Must include Employers' Liability with a minimum limit of $100,000 each accident, Disease each employee minimum limit of $100,000, Disease policy limit of $500,000. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

2.2 INSURANCE COVERAGE

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

B. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and

any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

END OF SECTION

SECTION3.0 SPECIAL CONDITIONS

3.1 PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality service shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least by the RFI deadline stated below, or at the pre-proposal conference, to allow sufficient time to resolve all discrepancies.

3.2 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at purchasing@davie-fl.gov.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

3.3 MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT

A Mandatory Pre-Proposal meeting and Site Visit will be held on Tuesday, April 6th, 2021 at 3:30 PM EST at the Multipurpose Center located in Pine Island Park at 3801 South Pine Island Road, Davie, FL 33328. Meet outside the main entrance of the Multipurpose Center.

Requirements in relation to the COVID-19 Pandemic for attending the public pre-proposal meeting are as follows:
• Temperature checks will be taken prior to entering the Multipurpose Center. Hand sanitizing will be available upon entry.
• Masks must be worn at all times on Town property.
• Social distancing rules must be adhered to at all times on Town property.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

3.4 SCHEDULE OF EVENTS

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	03/24/2021
Mandatory Pre-Proposal Conference	04/06/2021
Last Date Receipt of RFIs (by 5:00 pm EST)	04/12/2021
Responses Due (2:30 pm EST)	04/22/2021

3.5 EVALUATION & SELECTION METHOD AND CRITERIA

All responses will be reviewed and evaluated by a Review Committee to be designated by the Town Administrator or his/her designee. A recommendation for award will be submitted to the Town Administrator for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the Town.

Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

1. Process

The selection process shall be as follows:

A. The Review Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single ranking, the Review Committee will evaluate to determine if the sole respondent is in the best interest of the Town. The Review Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.

B. At the Committee's discretion, top ranked firms may be asked to come in for oral presentations and/or interviews (continue to "D" below).

C. If presentations are not requested, contract negotiations will then commence with the top ranked firm following Town Council shortlist approval.

D. If firms are asked to come in for oral presentations and/or interviews:

   i. Procurement will establish the schedule and firms will be notified within a reasonable time period (see schedule provided herein), in advance of the date, time and place of the presentations. Equal time will be allotted for each firm. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. The specific format for presentations will be provided to proposers with the notifications. Oral presentations and/or interview sessions will **not** be open to the public.

   ii. After the oral presentations, interviews and/or proposer facility site visits, the Committee will then conduct a final ranking in accordance with the criteria in item "2" below to determine the top ranked firm considered to be the most capable of performing the required project in the best interest of the Town. The Committee's recommendation will be brought to the Town Council for approval.

E. The Committee will negotiate a final agreement beginning with the best evaluated Respondent. Should negotiations be unsuccessful, the Committee will terminate negotiations with the firm and initiate negotiations with the second-ranked firm and so forth until successful negotiation.

F. The department will then prepare the agenda item for the next available Council meeting and request the Town Council to approve the final contract.

2. Evaluation Criteria

The selection of a Respondent with who to contract shall be based on the proposal most advantageous to the Town based on the "best value to the Town" using the following criteria:

- Firm Qualifications & Experience
- Qualifications & Experience of Key Personnel
- Client References and Past Performance
- Best Overall Approach to the Scope of Work
- Price Proposal
- Local Preference

3.6 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that proposer is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Services. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

3.7 CONTRACTOR'S EQUIPMENT

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

3.8 EMPLOYEES

Contractor shall provide licensed and insured technicians to perform all work as required by Local, State, and/or Federal Regulations. Contractor shall have "on-site" supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an "On Duty" supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

3.9 STORAGE OF MATERIALS

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the Town.

3.10 DISPOSAL OF WASTE

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services.

3.11 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the Public Works/Capital Projects Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

3.12 PERMITS

The Contractor is responsible to obtain and maintain current all, licenses, insurance and other State, County or City permits that may be required to perform the contract services during the Contract term. This shall include, but not necessarily be limited to all permits to perform specific services, and inspection fees that are required for the electrical portions of those projects for which they are responsible. The Contractor shall comply with all Laws, Ordinances, Regulations and Building code requirements applicable to the scope of work included herein. The Town will reimburse the Contractor for special permit and inspection costs for work performed on a pass-thru-basis. If the Town is requested to reimburse the Contractor for such expenses, they will be identified prior to service performance. The Contractor will provide documentation of such charges and bill these expenses as separate line items on the Contractor's invoice on a pass-thru-basis.

3.13 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract shall be for a period of two (2) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for four (4) additional, one (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Town Administrator.

3.14 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer’s best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the top ranked responsive and responsible Proposer. The Town may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Town.

3.15 CONTRACT AWARD

Any contract, as a result of this RFP, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Town to be in the best interest of the Town. The Town’s decision to make the award and which proposal is in the best interest of the Town shall be final.

END OF SECTION

SECTION4.0 CONTENT OF PROPOSAL

Proposals should include but not be limited to the following information:

1. Summary of Firm Qualifications & Experience
2. Summary of Qualifications and Experience of Key Personnel
3. Previous Projects: provide highlights of your previous relevant work experience, photos, as appropriate.
4. Minimum of three (3) references.
5. Price Proposal- see Section 5.11 PRICING and Section 6.0 for details.
6. Provide information on items listed in 5.12 ADDITIONAL PRICING/ SERVICES
7. All required Town Forms.

END OF SECTION

SECTION5.0 SCOPE OF SERVICES

5.1 PURPOSE

The Town of Davie (hereinafter referred to as the "Town") desires bids for a term contract for meeting services which includes audio, visual, production (labor, repair, supervision, and equipment). The scope of requirements includes but is not limited to the following: full completion of production for audio visual services for Town meetings including labor, staffing, equipment, lighting technician, sound technician, producers, director, cameraperson and additional staff as needed for events. The Contractor must be able to provide all-inclusive full sound, visual, and lighting services for Town events ranging in size.

5.2 EVENT QUANTITY

The Town holds three Town Meetings (hereafter referred to an "event") per month. The events take place on the first and third Wednesday of each month, unless otherwise specified - a Community Redevelopment Agency Meeting starting at 6 p.m. (primarily held the first Wednesday of the month) and two Town Council Meetings generally starting at 6:30 p.m. (first and third Wednesday of the month only). Special events may also be held by the Town on an as-needed basis. Please note there are other meetings such as Community Forums that will require the vendor to perform services. The Town may also reduce or increase the number of events per month based on scheduling. Meeting dates are subject to change.

Upon award, the Contractor will be provided a list of events that will require their services. Event dates are typically scheduled a year in advance, with a new calendar of events released in January of each year. The vendor will be given a minimum of 7 days' notice of an upcoming special event which will require their services. However, please note there are occasions when the Town will have emergency meetings. In those scenarios, the vendor will be notified within 3-24 hours of the event or as soon as possible.

5.3 TYPE OF EVENTS

The Town has events in room settings of various sizes and acoustical designs including outdoor venues. Some events last for a few hours and require setup 1 hour prior to the event start time with a breakdown the same day. Other special events may require different setup and breakdown timeframes, and such information will be provided to the Contractor in advance of the event.

5.4 CONTRACTOR REQUIREMENTS

1. Contractor must have a trained technical staff to provide necessary services and support of audio-visual equipment as needed. This equipment includes, but is not limited to, the following:
    - Flat Screen TVs
    - Digital Recording Equipment
    - Amplifiers
    - Switchers
    - Microphones (wired and portable)
    - Mixers
    - Digital Recording Software
    - Presentation Camera
    - Laptop Devices (set up PowerPoint and Adobe PDF presentations)
    - Presentation Devices (Presentation Pointer and Keyboard)

2. Contractor shall have a minimum of three years' experience with a similar size agency performing the services specified herein.
3. Contractor shall provide technical advice and assistance for sound, video monitors, cameras, and troubleshoot and repair audio visual systems as needed.
4. Contractor shall provide wiring for cameras, speakers, microphones, mixers, amplifiers, switchers, listening devices, and auxiliary inputs.
5. Contractor shall provide professional, technical support for television broadcasting, digital audio recording, and set-up for electronic presentations, including PowerPoint and Adobe PDF presentations.
6. Contractor is encouraged to think creatively in terms of entertainment, sound, and visual elements.
7. Due to the critical nature of these contract services, the Town requires the Contractor to have the ability and trained resources to commence work within three hours of receiving a request from the Town for a non-scheduled event.
8. All work must be performed in accordance with National Electrical Code specifications and all applicable State and Local Codes as amended to date.

5.5 EVENT PROGRAM

Contractor shall adhere to the performance standards set by the Town of Davie designee. Event performance includes, but is not limited to:

1. Contractor shall follow approved Town of Davie production script as outlined.
2. Contractor shall follow all production ques in accordance with approved Town of Davie for audio, visual, and production. Must fully be tested and set prior to meetings or other special events/meetings performance.
3. If any special elements (LED bands, cryo, confetti) are requested by the Town, they must be deployed according to instructions provided by the Town of Davie designee.
4. Unless otherwise stated, the Contractor shall perform a complete audio and visual run-through to start no later than 1hr the day of the event. The run-through will be attended by the Town designees. Vendor must have all presentation and social media elements (if applicable) pre-designed and running during walk-through.
5. Contractor shall be onsite and complete a full set-up and testing of equipment at least 1 hour before the start of an event. Complete set up includes all lights, cameras, sound, videos, and screen slides. In addition, the PA system, laptop presentation computer, projector and television monitors are vital components of this system and must be setup and tested to ensure proper functioning. Each microphone on the dais and podium shall be tested and their volume set. The recording equipment shall have their volume controls set properly and proper operation shall be confirmed.
    - At the Town's sole discretion, in the event that the vendor has not set-up and tested equipment 1 hour before the event, or does not complete an audio and visual run-through at least 1 hour before the event, the vendor may be required to pay or deduct from the Town's invoice an amount up to two hundred dollars ($200).
6. The Contractor shall remain onsite throughout the duration of the event to maintain audio visual programming, presentation(s), and to address any equipment setup or malfunction issues that may occur.
7. Contractor must begin breakdown equipment and remove all equipment from the premises within 30 minutes after an event concludes. Breakdown and removal of equipment must occur the same day of the event.

5.6 EVENT PROGRAM

Town and Community Redevelopment Agency Meeting Schedule through 2021

Town Council & CRA Meetings		
Meeting Type	**Date**	**Time**
CRA	May 5, 2021	6:00 PM
Town Council	May 5, 2021	6:30 PM
Town Council	May 19, 2021	6:30 PM
CRA	June 2, 2021	6:00 PM
Town Council	June 2, 2021	6:30 PM
Town Council	June 16, 2021	6:30 PM
CRA	July 7, 2021	6:00 PM
Town Council	July 7, 2021	6:30 PM
Town Council	July 21, 2021	6:30 PM
CRA	August 4, 2021	6:00 PM
Town Council	August 4, 2021	6:30 PM
Town Council	August 18, 2021	6:30 PM
CRA	September 1, 2021	6:00 PM
Town Council	September 1, 2021	6:30 PM
Town Council	September 15, 2021	6:30 PM
CRA	October 6, 2021	6:00 PM
Town Council	October 6, 2021	6:30 PM
Town Council	October 20, 2021	6:30 PM
CRA	November 3, 2021	6:00 PM
Town Council	November 3, 2021	6:30 PM
Town Council	November 17, 2021	6:30 PM
CRA	December 1, 2021	6:00 PM
Town Council	December 1, 2021	6:30 PM
Town Council	December 15, 2021	6:30 PM

* Meeting dates, times, and locations are subject to change.

Changes will be shared with the vendor as soon they are made available.

Council Meeting Dates beyond 2021 will be shared with the vendor as meeting information becomes available.

5.7 TECHNICAL SPECIFICATIONS OF EVENT

The following list is provided as an example of equipment needed for a Town Council Meeting. Other special events may require alternative amounts and/or types of equipment and should be priced according to hourly labor rates and itemized equipment pricing.

1. Town of Davie uses a two-screen stage setup.
2. Contractor shall provide two viewing monitors/television screens for the stage (one on each side) so that platform guest may be able to see what the audience is seeing on stage and in the production.
3. Contractor shall provide 3 screens, projectors, and all other elements associated with screens.
4. Contractor shall provide 2 podiums with handheld microphones for meeting rooms.
5. Contractor shall provide 11 desktop standing mics microphones Town Councilmembers and Administrators. No wireless microphones or clip-on microphones.

6. Contractor shall provide 2 audio monitors for stage guests.
7. Contractor shall provide adequate speakers and coordinate the strategic placement of speakers in the designated rooms with Town staff to ensure the meetings can be heard clearly by those on the stage and in the audience. Placement and quantity needed shall be determined during audio testing of the meeting.
8. For multi-location events, such as a Town Council Meeting held in two rooms, the Contractor shall provide audio and visual display of each location.
9. Contract shall design lighting in collaboration with Town of Davie designee. Requirement of lighting varies per event.
10. Upon request, the Contractor should allow access and assistance to the Town designee to air additional forms of event broadcast, such as live social media streaming and posts (tweets, etc.).
11. Contractor will be supplied with slides for show production and corresponding script. Contract shall compile slides and material provided to create the event production. Slides and other related information will be provided to Contractor a minimum of three (3) days in advanced of the event.
12. Contractor shall provide what equipment is needed to share video and audio wirelessly to the other room- what are the associated charges?
13. Additional elements may be added upon request. Contractor may suggest elements to the Town designee to help enhance the audio and visuals of an event.

5.8 WORKING HOURS

The standard workweek shall be considered Monday through Friday, from 8:30 a.m. to 5:00 p.m., excluding normal federal holidays granted to Town employees. All other times are considered non-standard. The contractor shall work during Town non-standard working hours, Town off-hours, and/or weekends at no additional cost to the Town. Some work may be performed during regular work hours. Most Town meetings will take place outside of the standard working hours. The Town shall only pay the appropriate hourly rate commencing when the contractor's personnel report to the Town's designee and ending when the work is complete. Travel time will not be included in hours worked.

5.9 RESPONSE TIME FOR NON-SCHEDULED EVENTS

The Contractor will be on site and commencing services within three (3) hours. Failure to respond within this time frame may be cause for the Town to use an alternate contractor. A pattern of response failure may result in the termination of the contract.

5.10 INVOICING

All invoices must be itemized to include number of hours worked x the hourly labor rate and flat rate fees for equipment rented. No "service call" or any other additional fees will be allowed outside of contract pricing.

5.11 PRICING

Proposer should provide hourly labor rate(s) for all Employees (various titles) Include overtime, multiple event overtime, and holiday overtime hourly rates (if applicable) in their RFP submission.

The Town has listed equipment below which it has previously utilized or may utilize in the future for meetings/events in Section 6.0 Price Proposal Form. Proposer should include pricing for each of these items in their RFP submission. If including pricing, please check 'Yes' next to the item. If an item is not offered by your company, check 'No Bid' and an explanation if appropriate.

Proposer should indicate if there is a Pickup/ Delivery and/or Trip Charge for events in their RFP submission. Pricing (if applicable) for same day events versus multi-day events should be identified.

Proposer should include any add-on equipment or services which their company can provide in relation to these services (if not listed on the Section 6.0 Price Proposal Form). Please include any additional pricing in your RFP submission. i.e., editing, transcription services, etc.

5.12 ADDITIONAL PRICING/ SERVICES

Proposer shall clarify the following in their proposal submission:

- Contractor shall clarify if there are any consumable fees.
- Contractor shall make clear if there is a cancellation/ re-Scheduling charge.
- Contractor shall make clear if there is a USB deliverable fee.
- Contractor shall make clear if there is a charge for SDI cable to have wired video/audio to other room.
- Contractor shall make clear if there is a charge to add Speakers Timer(s), associated cabling, operation.
- Contractor shall make clear if there is a charge for equipment needed to tap lines for public calling in by phone.
- Contractor shall make clear if there is a charge for equipment needed (audio interface) for public calling in via Zoom or WebEx or other virtual meeting software.
- Contractor shall make clear the cost for a single event for pickup and delivery.

END OF SECTION

SECTION6.0 PRICE PROPOSAL FORM

Proposer should include itemized, a la carte equipment rental pricing. The Town has listed equipment below which it has previously utilized or may utilize in the future for meetings/events. Proposer should include pricing for each of these items in their RFP submission. If including pricing, please check 'Yes' next to the item. If an item is not offered by your company, check 'No Bid'.

Pricing can be listed on separate price pages included in your RFP submission.

Equipment/ Service Pricing

Monitors (multiple sizes)	Yes	No Bid
Audio Monitors	Yes	No Bid
Monitor stands	Yes	No Bid
Projectors (multiple sizes)	Yes	No Bid
Video cameras 4K (floor based)	Yes	No Bid
Wireless video cameras	Yes	No Bid
4K cinema video camera (for filming videos)	Yes	No Bid
4K Go-Pro	Yes	No Bid
Camera Jib (multiple sizes)	Yes	No Bid
Camcorder	Yes	No Bid
Tripods	Yes	No Bid
Projection screens (multiple sizes)	Yes	No Bid
Video Monitors (multiple sizes)	Yes	No Bid
Pipe and drape (multiple sizes)	Yes	No Bid
Podiums	Yes	No Bid
Microphones (wired, wireless, handheld, tabletop, desktop, push to talk, gooseneck, boom mic, etc.)	Yes	No Bid
Microphone Stands (floor, tabletop, etc.)	Yes	No Bid
Mixers (small, 16 channel, 32 channel, etc.)	Yes	No Bid
Speakers	Yes	No Bid
Subwoofer	Yes	No Bid
CD players	Yes	No Bid
DVD players	Yes	No Bid
Sound systems	Yes	No Bid
Laptops	Yes	No Bid
Wireless iPad Control	Yes	No Bid
Cable packages (XLR, SDI, etc.)	Yes	No Bid
Cable converters (SDI to HDMI, etc.)	Yes	No Bid
Power Kit (extension cords, power strips, power service)	Yes	No Bid
Wireless Overflow Presentation HDMI TV Connection	Yes	No Bid
Wired Video to Second Room 100 ft SDI Cables	Yes	No Bid
SDI + HDMI Converters	Yes	No Bid
Splitters (HDMI, etc.)	Yes	No Bid
White Board with Easel, Markers, and Eraser	Yes	No Bid
Flip Chart with pad and makers	Yes	No Bid
Live stream device switcher	Yes	No Bid
Power Point/Presentation Advancer	Yes	No Bid
Recording device	Yes	No Bid

Photo cameras (with Gimbal for movement)	Yes	No Bid
Licensed and Insured Drone Operator	Yes	No Bid
Teleprompter with operator	Yes	No Bid
Audio/Video Upload and Sending of File(s)	Yes	No Bid
USB deliverable fee	Yes	No Bid
Comcast or other provider FTP Upload	Yes	No Bid
Upload to other destinations	Yes	No Bid
PIP Timer via Laptop Option	Yes	No Bid
PIP Timer via Switcher Option with Laptop	Yes	No Bid
YouTube Management (create video from audio)	Yes	No Bid
Consumable fees- Gaff Tape, Batteries, cable ramps, etc.- (per event) (if applicable)	Yes	No Bid
Call in Audio System via Zoom or other virtual meeting software- (Management and Operation)	Yes	No Bid
Use of Zoom, WebEx or Virtual Mtg Account	Yes	No Bid
Telephone Remote Call-in Compatibility	Yes	No Bid
Transcription Services	Yes	No Bid
Presentation Timers (multiple sizes)	Yes	No Bid

Proposer should include Hourly Rates for Labor.

Labor Pricing

Proposer shall provide hourly labor rate(s) for all Employees (various titles) Include overtime, multiple event overtime, and holiday overtime hourly rates (if applicable)

Proposer should include pickup/delivery charges (if applicable).

Miscellaneous Charges

Proposer shall indicate if there is a Pickup/ Delivery and/or Trip Charge for events. Pricing (if applicable) for same day events versus multi-day events.

Expedited Scheduling Fee	Yes	No Bid
Cancelation/Re-scheduling Fee	Yes	No Bid

Proposer may submit additional value-add equipment and services if not listed above.

Additional Equipment/ Services

Proposer should also include any add-on equipment or services which their company can provide in relation to these services (if not listed above). Please include this as additional price pages in your RFP submission. i.e., Editing, transcription services, etc.

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Authorized Signature:
Print Name:
Title:

Proposer agrees to accept the VISA Procurement card for payment. Circle one: YES OR NO

Exhibit A- Photos and Videos

Cypress Room Video 1
https://www.davie-fl.gov/CivicMedia?VID=532

Cypress Room Video 2
https://www.davie-fl.gov/CivicMedia?VID=531

Palm Room Video 1
https://www.davie-fl.gov/CivicMedia?VID=533

Palm Room Video 2
https://www.davie-fl.gov/CivicMedia?VID=534

Sample Town Council Meeting Video (from December 4, 2019)
https://www.davie-fl.gov/CivicMedia?VID=535

Cypress Room (View from Stage)




EXIT
EXIT
TOWN OF DAVIE
FLORIDA


EXIT
EXIT

Cypress Room (View of Stage)





Palm Room









Exhibit B- Sample Council Meeting Details

Meeting Time and Length

A typical CRA Meeting is held on the first Wednesday of the month. On occasion, the meeting is rescheduled to the third Wednesday of the month. The meeting is held from 6 to 6:15 p.m. A typical Town Council Meeting is held the first and third Wednesday of the month from 6:30 to 8:15 p.m.

Before Meeting

For Town Council or CRA Meetings, the vendor can set up the day of the meeting. All equipment setups must be completed prior to the first meeting taking place (approximately 1 hour in advance).

An equipment dry run before the meeting including complete audio and visuals to be conducted no later than 1 hour the day of the event (prior to the start of the event).

Cypress Room – Main Room

- 11 desk microphones (Council and Administrators)
    - Microphones must be able to be muted by the speaker.
- 1 microphone for the podium
- 1 microphone to be placed off to the side (preferably wireless).
    - Microphone must have a stand (will be used for those who for one reason or the other is unable to wear a mask)
- 2 speakers on stage
- 2 speakers in the audience (one on either side of the room)
- Microphone control unit
- Audio mixer/Dan Dugan System (some companies use this)
- 50” monitor on stand with wheels
- 1 certified audio engineer during the meeting
- 2 or three engineers for setup (dependent on what you determine is best to get the equipment setup timely)
- Windscreens (optional)
- Gaffer’s tape
- Presentation visual from this room to the overflow room simultaneously

Palm Room – Overflow Room

- Speakers with Stands - 2 speakers for overflow room (room may only need 1)
- Laptop
- Projection screen

After Meeting

- Breakdown equipment
- Provide Town with the audio recording file after the meeting.

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
√		Completed and Signed Proposal Form
√		Acknowledgement of Addenda (if any)
√		Local Preference Form (if applicable)
√		Client Reference Form
√		Bidder/Proposer Questionnaire
√		Lobbying Interest Form
√		Vendor Registration Form
√		Licenses and/or Certifications (if applicable)
√		Proof of Insurance
√		Business Tax Receipt [Occupational License(s)]
√		State of FL Sunbiz *OR* State Registration (if not required to have State of FL Sunbiz)
√		W9

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

SECTION7.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE
(Davie Code of Ordinances Sec. 2-329)

****Complete the boxes below as applicable:****

1. ___ My Business is located within the **Town of Davie**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: ***SHALL NOT BE A P.O. BOX OR RESIDENCE***
Phone Number:
Email Address:
Has the business name changed since it was opened in Davie? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Town of Davie:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

2. ___ My Business is located within **Broward County**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: ***SHALL NOT BE A P.O. BOX OR RESIDENCE***
Phone Number:
Email Address:
Has the business name changed since it was opened in Broward County? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Broward County:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

____ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

_____

2) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

_____

3) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

_____

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

1. How many years has your firm been in business under its present business name?: _____

2. Under what other former name(s) has your firm operated?: _____

_____

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **No** **Yes** If yes, please explain: _____

_____

_____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **No** **Yes**

If yes, please explain: _____

_____

_____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

_____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

_____

LOBBYING INTEREST FORM

Please selection one option:

_____ My company is not interested in lobbying either staff or elected officials on any subject associated with this solicitation.

_____ My company is interested in lobbying either staff or elected officials on matters associated with this solicitation.

Authorized Signatory: _____ Print Name: _____

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐ Updating Application ☐

Vendor Name:
(Business Name Registered With The State OR Full Name If An Individual)

_____

Mailing Address:

_____

_____

_____

Remit to Address
(If Different from Mailing Address):

_____

Contact Name:

_____

Telephone: Federal Tax ID Number:

_____ _____

Fax Number: Company Email Address:

_____ _____

Business Website (If Applicable):

_____

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name	Contact Information
_____	_____
_____	_____
_____	_____

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Products & Services

In the space provided below please indicate any product or services that your firm provides

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership %

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address

3. The officers of the Corporation are as follows:

	Name	Address
President:	_____	_____
Vice President:	_____	_____
Secretary:	_____	_____
Treasurer:	_____	_____
Registered Agent:	_____	_____

TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

_____ does not:
Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

Affirm: ☐

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters
TO BE COMPLETED BY PROSPECTIVE VENDOR

A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town of other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm: ☐

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.
(Please select one option)

☐ YES ☐ NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:	Relationship:

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed

Authorized Signature Date

Additional Information

Certain forms are required in order for this vendor registration form to be processed. These forms are listed below.

- W-9 Form
- Business Tax Receipt [Occupational License(s)]

These forms must be received together with this registration form.

Note:

You may either email this registration form along with attachments to:

purchasing@davie-fl.gov

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

REASON FOR "NO BID"

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to purchasing@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

   Circle all that apply from below list: ____

   a. We do not offer these services or equivalent.
   b. Insufficient time to respond to the solicitation.
   c. Our project schedule would not permit us to perform.
   d. Unable to meet requirements.
   e. Other:

   _____
   _____
   _____

2. Additional remarks:

   _____
   _____
   _____
   _____
   _____
   _____

SAMPLE AGREEMENT ONLY

AGREEMENT No. _____
BETWEEN THE TOWN OF DAVIE
AND
FIRM'S NAME

THIS AGREEMENT is made and entered into as of this _____ day of _____, **2021** by and between **Firm Name Here** a corporation organized and existing under the laws of the **State of _____,** with offices at **Complete Address Here** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals/Qualifications ("RFP")/("RFQ") No. _____ Complete Title Here.** which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated type their proposal date here, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. The Town agrees to abide by and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. Contractor shall deliver materials and/or provide services in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The Town agrees to make payment in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit “A” and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit “B”.

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in Agreement No. _____ unless Contractor is otherwise notified by the Town [or enter specific initial term and renewal terms here]. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit “A” or Exhibit “B” in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney’s fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this_____ day of _____, 2021.

SAMPLE AGREEMENT ONLY

Registering for DemandStar

DEMANDSTAR
Building Communities.

We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

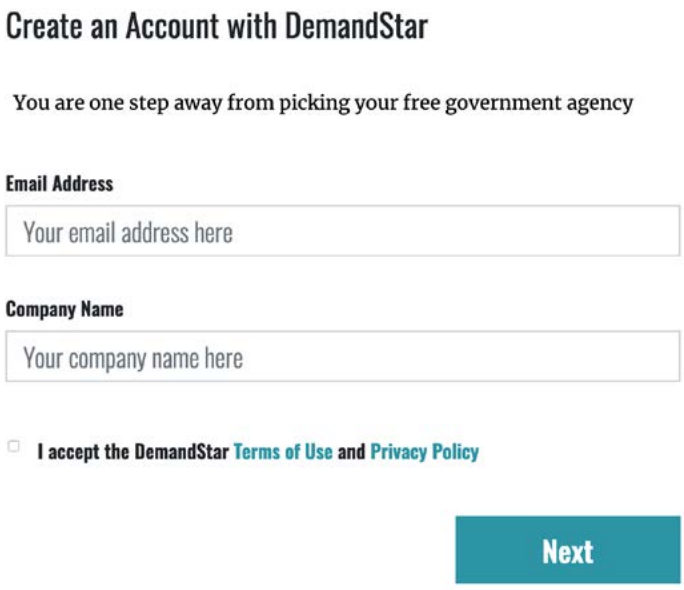
DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:
https://www.demandstar.com/registration



2019 DemandStar® Corporation. All Rights Reserved.
206.940.0305

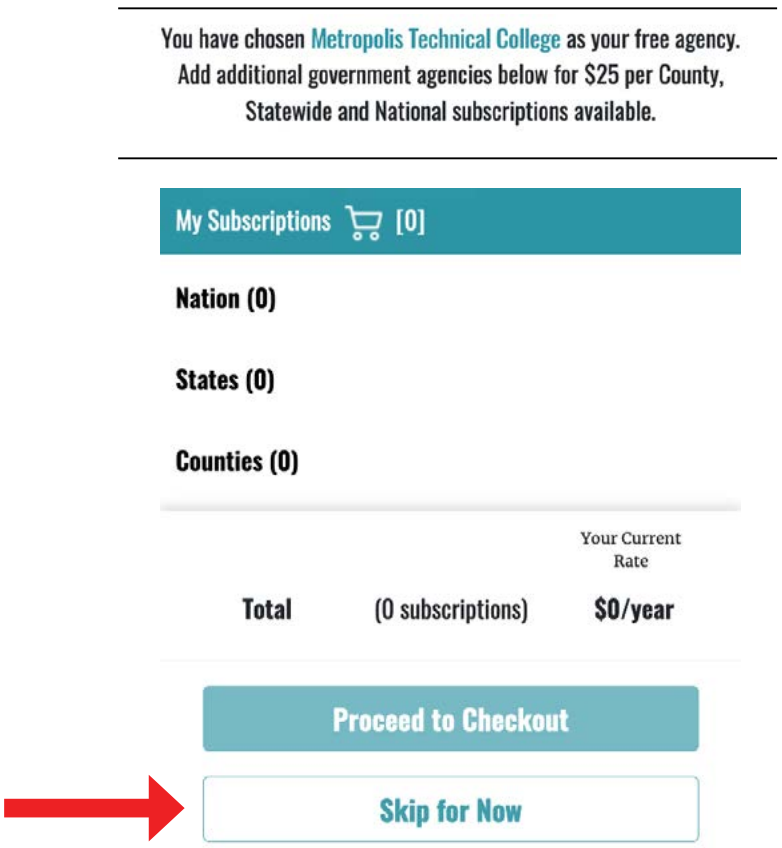
2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box



3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States



SIGN UP

Visit www.demandstar.com

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206.940.0305

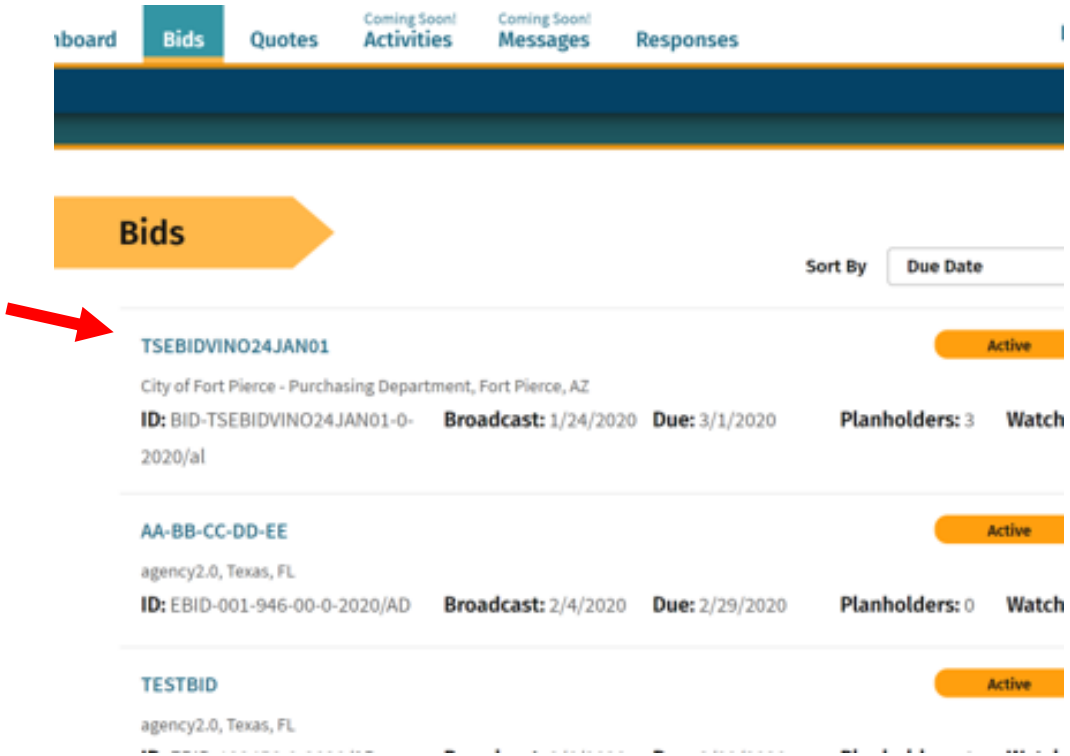
Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

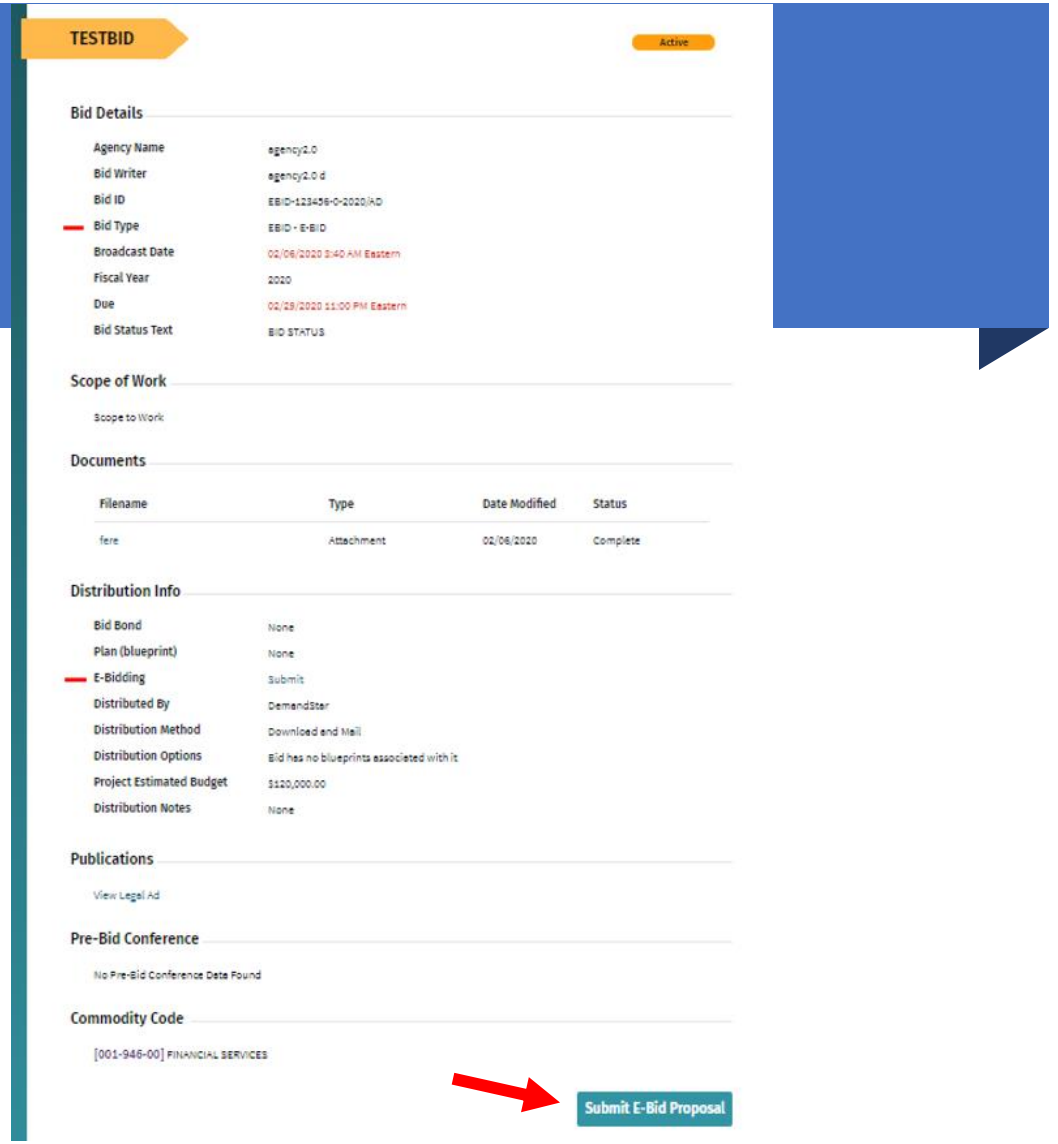
- Click on the solicitation name



Step 2

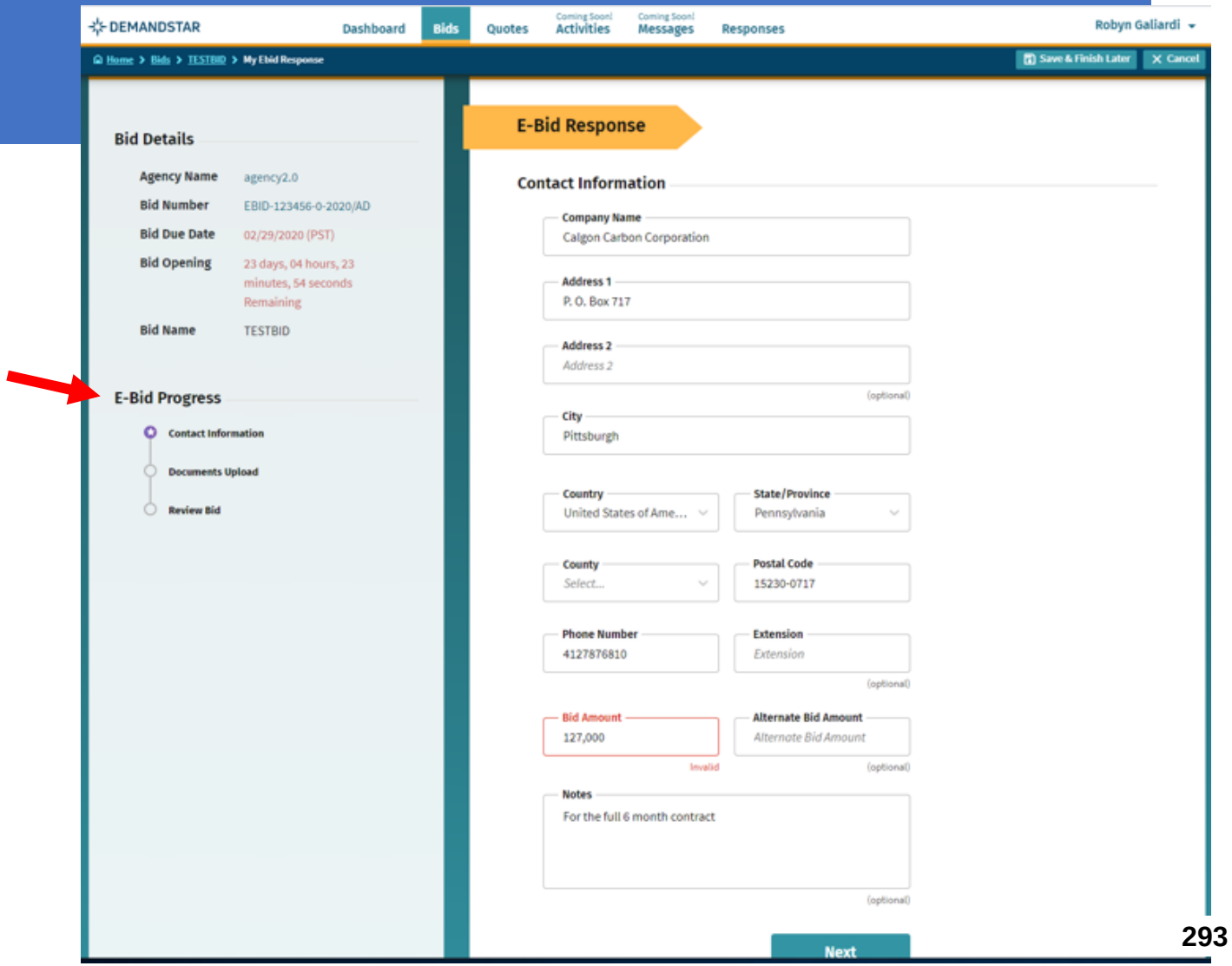
Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”



Step 3

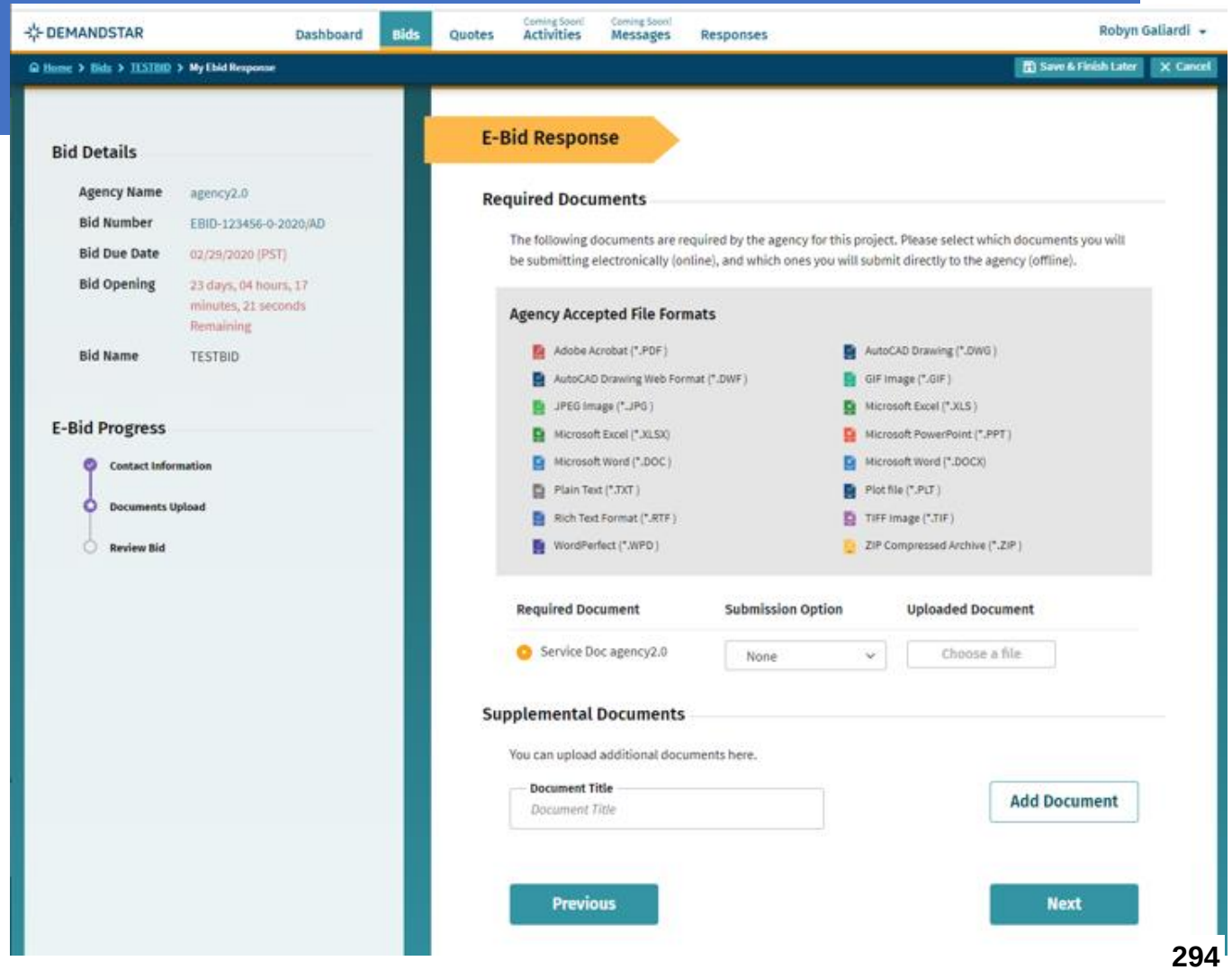
Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”



Step 4

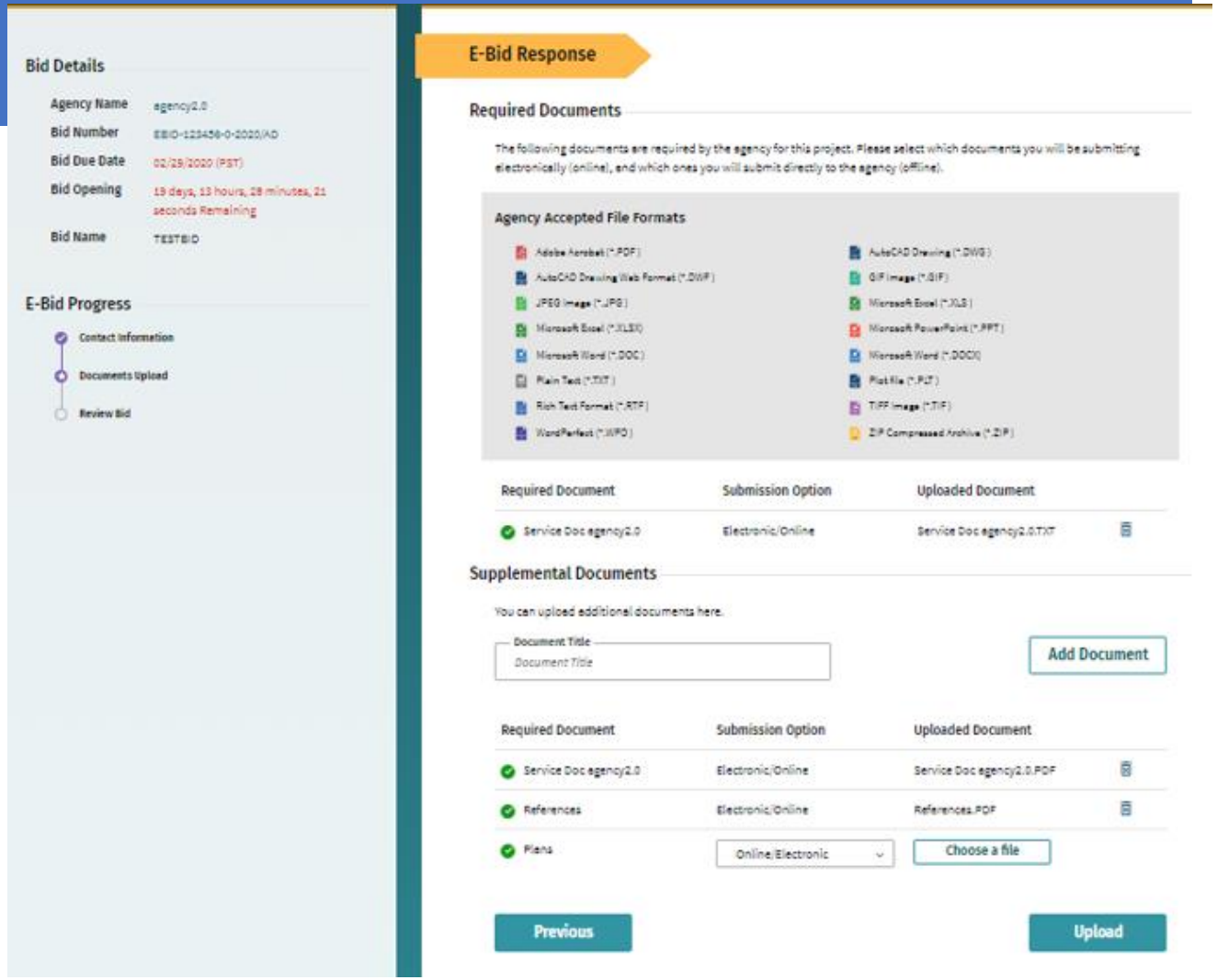
After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to uploaded separately.

TIP:
There is a place for you to add “Supplemental”, i.e. non-required, documents.



Step 4 continued

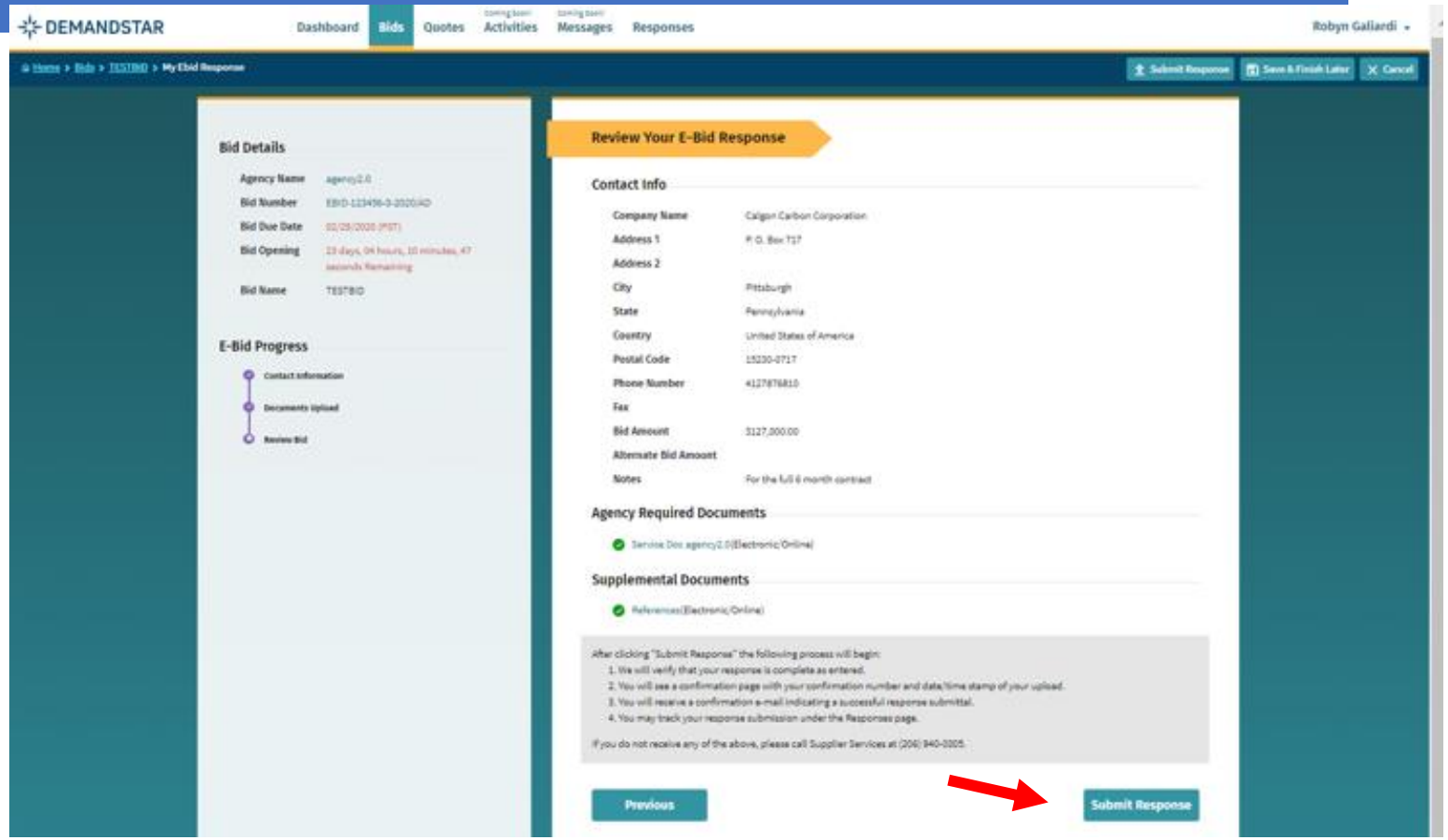
TIP:
There is a place for you to add “Supplemental”, i.e. non-required, documents.



Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.



Conference Call/Online Meeting Instructions

Webex Event Instructions Link:
https://help.webex.com/en-us/kwmj5eb/Join-a-Cisco-Webex-Event#id_17240

WebEx Meeting Instructions Links
(Click appropriate link for instructions)

Desktop: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134856

Mobile: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135069

Web: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135013

Phone Only: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134853

VENDOR REQUIREMENTS GUIDE

The purpose of this section is to assist you with certain requirements when doing business with the Town. The below listed key points have been developed to assist you in providing necessary information that will result in a smoother procurement and contracting process. This will expedite the ordering process and help to ensure your payments are made in a timely fashion.

When Providing A Quote Related To A Contract, Please Do The Following

a. You must reference the contract number that is being utilized to develop the quote.
b. You must remove any extraneous terms and conditions that are not related to the referenced contract on your quote.
c. Remove any request for an authorized signature on the quote. A purchase order can be provided.
d. If you are quoting prices based on a cost-plus contract, please show your Cost + % of Markup = Total Cost. This will help us verify that your pricing complies with the contract. We ask that you provide evidence of your cost (supplier invoice/receipt) using this model.
e. If you are quoting prices based on a discount off list, please show List Price +% Discount = Total Cost. This will help us verify that your pricing complies with the contract and will provide evidence of the list price as well.
f. If your quoted prices are based on a unit price contract, please ensure the pricing matches the contract.
g. If permits are applicable, please be sure to include those costs on your quote.
h. Please verify if freight is allowed, or not, before submitting your quote.
i. Is installation applicable to the contract, or not? If not, please be sure to notate.
j. When awarded a contract by the Town or the Town chooses to piggyback a contract, please inform all sales and accounting teams that the Town will be utilizing said contract.
k. Please ensure all pricing is loaded into your information system.

All Invoices To The Town MUST Include The Following Information Or It WILL Be Rejected.

a. Must include a PO# when a purchase order has been provided.
b. Must include a non-repetitive invoice number.
c. Must show contract pricing, if applicable to a contract.
d. No freight charges shall be included unless the contract provides for freight terms.
e. All invoices shall be sent to the ordering department or division. This will help to expedite your payment process. Some departments have set up e-mail addresses to which invoices should be submitted. It is advisable to request such email address when speaking to the department you are doing business with.
f. The Town's policy is to pay within 30 days; however, Florida Law is net 45 days from the receipt of a **proper** invoice.
g. The Town is a Tax-Exempt entity therefore all sales tax shall be excluded.
h. The Town will pay either by Purchasing Card (credit card) or Purchase Order/Invoice. The Town will not pay any convenience fees for Purchasing Card transactions. If it is your policy to charge transaction fees, you must request a PO before an order is placed.

Packages And Deliveries

All packages must include the "ship to" address and contact information of the person who placed the order on the outside of the package. Without this information, the Town may be unable to verify delivery.

Vendor Self Service

If you are already registered as a vendor with the Town click below to visit the Vendor Self Service Portal to check information on 1099 History, Payments, Purchase Orders and Invoices that the Town has on file.



ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. JA-21-50 Audio Visual Services

ADDENDUM No. 1 RFP DUE DATE 2:30 PM EST ON 04/22/2021 TODAY'S DATE 4/13/2021

To All Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFIs

Q.1: Regarding internet, can you please advise what bandwidth capabilities the facility has?
A.1: The Town has multiple high speed Internet connections that are available in the Bamford Park MPC facility. Internet speeds will vary from this facility, but the current local "Guest" Internet connection is capable of 150 MB/s.

Q.2: Please confirm if there are any ethernet ports, as we did not see any on the walls during the site visit.
A.2: The Town has Ethernet capability in the Bamford Park MPC facility; however, local area network connectivity is typically reserved for Town of Davie authorized devices exclusively. Network connectivity requirements will need to be discussed with prospective bidders and approved by Davie IT. The Town also has "Guest" wireless connectivity which is available in the Bamford Park MPC facility as well for access to the Internet, which would also need to be discussed with Davie IT.

Reviewed by:

Digitally signed by Brian K. O'Connor
Date: 2021.04.13 16:17:34 -04'00'

Procurement Manager
Purchasing Division

Acknowledged by:

Contractor

Authorized Representative (*Printed*)

Title

Signature

Date

Town of Davie
Procurement Authorization Form

Contact Information		
Department: Town Administrator	Name: Leona Henry	Phone #: 954-797-1035

Item Description (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)

The Town of Davie is temporarily relocating its Town Hall facilities including the Town Council Chambers to the Pine Island Multipurpose Center. To ensure the seamless continuity of meetings and other events that would generally take place in the Chambers, the Town is seeking vendors to provide audio/visual (speakers, microphones, sound system, etc.) services on a temporary basis until a more permanent solution is in place.

Method of Procurement	Funds Pre-Encumbered by Requisition #	
Request for Proposal/Qualification RFP/RFQ# RFP-JA-21-50	Vendor (If no vendor use Vendor #9924 Out to Bid): Vendor #: Name:	
	Account #1: 001.01.103.512-53103	Amount #1: $ 0.00
	Account #2:	Amount #2: $ 0.00
	Account #3:	Amount #3: $ 0.00

Estimated **Budgeted** Amount: $ 0.00 or ☐ Dependent on usage within established budget.

Required Information For Bids/RFPs/RFQs

1. Advertisement Period: 21 days *All bids need to be advertised a minimum of 12 days and typically do not exceed 30 days*
2. Project **Location:** Pine Island Multipurpose Center, 3801 S. Pine Island Road
3. Is this project **Grant** related? ☐ YES ☑ NO
4. **Substantial Completion** of project shall be in N/A calendar days after Notice to Proceed.
   Final Completion of project shall be in N/A calendar days after Substantial Completion.
5. Do you want to require **Liquidated Damages**? ☐ YES ☑ NO
6. List **Special Licenses/Certifications** vendors are required to have:
7. Do you want a **Pre-Bid Meeting**? ☑ YES ☐ NO If yes, do you want it to be Mandatory? ☑ YES ☐ NO

8. Do you want a **Site Visit**? ☑ YES ☐ NO If yes, do you want it to be **Mandatory**? ☑ YES ☐ NO

9. Is there an **Outside Entity** assisting with this bid (ex: Architect, Engineer, Consultant)? ☐ YES ☑ NO

10. Are there **Plans** associated with this bid? ☐ YES ☑ NO
(Purchasing will need an electronic copy)

11. Are bonds required for this solicitation? ☐ YES ☑ NO
What kind of bond is required?

12. Does this bid work in conjunction with or will it **impact any other Department?** ☐ YES ☑ NO
(Example: Is this request IT related?)
The listed Department Director(s) will also need to review the specifications and sign in the additional areas provided below.

13. **Project/Contract Manager** (In-House):

Name: Leona Henry Phone #: 954-797-1035 Fax #: 954-797-1182

14. **Suggested Review Committee Members (For RFPs Only!):** 3 Members

Chad Pezoldt Jose Beauchamp Leona Henry

15. **Vendor(s)** to send packet to (Email Addresses are Required):

16. Has this type of solicitation been done before? YES Bid/RFP/RFQ Number: RFP-JA-21-08

17. Does the Award of this solicitation need to be approved by another body (FODT, LAP, and CDBG ect.) before submitting the item for Town Council approval? ☐ Yes ☑ No

Authorization

Department Director Approval:	Phillip Holste Digitally signed by Phillip Holste Date: 2021.03.24 12:37:18 -04'00'	Date: 3/24/21
Procurement Manager Approval:	Digitally signed by Brian K. O'Connor Date: 2021.03.24 13:40:29 -04'00'	Date: 3/24/21
Budget & Finance Approval:	William Ackerman Digitally signed by William Ackerman DN: cn=William Ackerman, o=Town of Davie, ou, email=wackerman@davie-fl.gov, c=US Date: 2021.03.24 14:18:09 -04'00'	Date: 3/24/21
Town Administrator Approval:	Richard J. Lemack Digitally signed by Richard J. Lemack Date: 2021.03.24 14:31:09 -04'00'	Date: 3/24/21

SUN-SENTINEL

Sold To:
Town of Davie - CU00107157
6591 Orange Drive
Davie,FL 33314

Bill To:
Town of Davie - CU00107157
6591 Orange Drive
Davie,FL 33314

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Illinois
County Of Cook

Before the undersigned authority personally appeared
Charlie Welenc, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11700-Advertisement for Bids ,
Town of Davie
RFP NO. JA-21-50
Was published in said newspaper in the issues of; Mar 26, 2021

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Sworn to and subscribed before me this: April 01, 2021.

Signature of Notary Public

BRENDAN KOLASA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
November 23, 2024

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: U.S. Mail
Affidavit Email Address:
6914999

TOWN OF DAVIE
RFP NO. JA-21-50
REQUEST FOR PROPOSALS
AUDIO VISUAL SERVICES

Dear Potential Respondent:

The Town of Davie, Florida invites qualified firms to submit responses in accordance with the requirements stated herein no later than 2:30 PM EST on THURSDAY, APRIL 22ND, 2021, for RFP NO. JA-21-50 Audio Visual Services. Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.davie-fl.gov/bids or at DemandStar.com.

A Mandatory Pre-Proposal meeting and Site Visit will be held on Tuesday, April 6th, 2021 at 3:30 PM EST at the Multipurpose Center located in Pine Island Park at 3801 South Pine Island Road, Davie, FL 33328. Meet outside the main entrance of the Multipurpose Center.

Requirements in relation to the COVID-19 Pandemic for attending the public pre-proposal meeting are as follows:
• Temperature checks will be taken prior to entering the Multipurpose Center. Hand sanitizing will be available upon entry.
• Masks must be worn at all times on Town property.
• Social distancing rules must be adhered to at all times on Town property.

Questions regarding this solicitation shall be submitted in writing to purchasing@davie-fl.gov no later than 5:00 PM on April 12, 2021. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Purchasing website and DemandStar.com. It is the responsibility of prospective bidders to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit all proposal documents electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. Under "Bid Amount," enter "0". All calculations and review of responses will be conducted through administrative review and a review committee meeting to be scheduled later. Only prosper names were read into the record. The Town will maintain documentation on its own website at www.davie-fl.gov/purchasing for general public information and posting requirements. Late submissions shall not be accepted.

RFP responses will be publicly opened and firm names read aloud in the Town Hall Council Chambers on the due date/time noted above.
Requirements in relation to the COVID-19

Pandemic for attending the public opening are as follows:
• Inform guard upon entry of attendance to this meeting
• Temperature checks will be taken prior to entering Town property
• Wrist band provided by guard must be worn at all times on Town property
• Masks must be worn at all times on Town property
• Social distancing rules must be adhered to at all times on Town property

Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:
Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/onstage/g.php?MTID=eb803f36ea5fdf55e093efee4daad4524

Meeting number: 129 601 9321
Password: mRnahR7R2M8

More ways to join
Join by video system
Dial 1296019321@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone
+1-408-418-9388 United States Toll
Access code: 129 601 9321

The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the pro-

ceedings. For such purpose he or she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.
3/26/2021 6914999

Order # - 6914999

MANDATORY PRE-PROPOSAL MEETING & SITE VISIT

RFP# JA-21-50 Audio Visual Services
3:30 PM on April 6th, 2021 at Multipurpose Center 3801 South Pine Island Road, Davie, FL 33328

Company Name	Representative Name	Email Address	Telephone No.
1. Encore	Jenn Levine	Jenn.Levine@Encoreglobal.com	954 937 7473
2. Encore	Jenn Milich	Jenn.Milich@encoreglobal.com	561.445.6829
3. Go 2 Events	DAN FOX	DAN@go2events.net	305-796-9345
4. Go 2 Events	MARCELO MORRESCA	MARCELO@GO2EVENTS.NET	305-992-4260
5. Full Moon Creative	Howard Attias	Hattias@fullmooncreative.com	954 224 9583
6. Full Moon Creative	Dir. Of Moon	Dmoon@fullmooncreative.com	954-793-8082
7. Presentation Partners	Harry Friedman	harry@ppaudiovisual.com	(305) 971-9345
8. Presentation Partners	Alfredo Rodriguez	Alfredo@ppaudiovisual.com	(305) 775-7584

9. TROX	Heidi Griffith	heidi.griffith@trox.com	954-401-0174
10. TROX	Jeff Griffith	heidi.griffith@trox.com	954-401-0174
11. ASTORIA	Ron Spiegel	ron@astoria.productions	954.214.1049
12.			
13.			
14.			
15.			
16.			
17.			

Proposal Opening Report- RFP# JA-21-50

Agency Name Town of Davie

Bid Number RFP-RFP# JA-21-50-0-2021/JA

Bid Name Audio Visual Services

Bid Due Date 04/22/2021 14:30:00

Bid Opening **Closed**

4 responses found.

✓ online, offline, ● not submitting, not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	Astoria Communications, Inc.	04/22/2021	5553 Ravenswood Road, Suite 101, Fort Lauderdale, FL, 33312	$0.00			Complete Bid Package w/ required forms Pricing Page	✓ ✓
2 .	Full Moon Creative	04/22/2021	10001 NW 50th St. Suite 202, Sunrise, FL, 33351	$2900.00	3400.00		Complete Bid Package w/ required forms Pricing Page	✓ ✓
3 .	Go2events	04/21/2021	20533 Biscayne Blvd, Suite 448, Miami, FL, 33180	$0.00			Complete Bid Package w/ required forms Pricing Page	✓ ✓
4 .	Presentation Partners	04/22/2021	6870 W Wedgewood Ave., Davie, FL, 33331	$0.00			Complete Bid Package w/ required forms Pricing Page	✓ ✓

NOTE: THIS RFP OPENING REPORT IS A FUNCTION OF THE RFP OPENING. ONLY PROSPER NAMES WERE READ INTO THE RECORD. ALL CALCULATIONS AND REVIEW OF RESPONSES WILL BE CONDUCTED THROUGH ADMINISTRATIVE REVIEW AND A REVIEW COMMITTEE MEETING TO BE SCHEDULED AT A LATER DATE.

	Vendor Name			
	Astoria Communications, Inc. dba Astoria	**Full Moon Creative LLC**	**Go2events, Inc.**	**Presentation Partners, LLC**
Price Proposal	✔	✔	✔	✔
P-Card	Did not indicate	No	Yes	No
Local Preference	Broward	Broward	N/A	Davie
Proposer Questionnaire	✔	✔	✔	✔
Lobbying Interest	✔	✔	✔	✔
Addendum 1	✔	✔	✔	✔
Vendor Registration Form (inclusive of Vendor Information, Ownership Disclosure, Boycott form, Debarment form, and Conflict of Interest form)	✔	✔	✔	✔
W-9	✔	✔	✔	✔
Sunbiz	✔	✔	✔	✔
SAM	Not Listed	Not Listed	Active, No Exclusions	Not Listed
Scrutinized Companies List	Not Listed	Not Listed	Not Listed	Not Listed
Better Business Bureau	Not Listed	Not Listed	Not Listed	Not Listed
COI- Current with Town Listed	✔	✔	Provided GL and Workers. Auto Insurance does not meet requirement, vendor is willing to increase coverage upon award.	Provided GL and Workers. Auto insurance does not meet requirements, vendor is willing to increase coverage meet requirements upon award.
Client References	Hard Rock Live	Pompano Beach	South Florida Manufacturers Association	James L. Knight Center
	Live Nation	City of El Portal	Memorial Healthcare System	Miami Beach Convention Center
	Adrienne Arsht Performing Arts Center	Town of Southwest Ranches	Boys and Girls Club of Broward County	FAU Center for Holocaust and Human

Additional Comments			Go2events submitted Terms and Conditions page which typically goes with their quotes, will need to review if conflicting with contract	

SELECTION AND EVALUATION COMMITTEE (SEC) CONFLICT OF INTEREST STATEMENT
RFP # JA-21-50

Audio Visual Services

You have been selected to participate in the evaluation of responses received as the result of the competitive solicitation referenced above. Your selection was based upon your qualifications and knowledge in this area and your ability to develop an objective/subjective analysis of each response. You are required to report to the Town any actual or potential conflict of interest.

It is essential that the integrity of the evaluation process be maintained to insure that each proposal is given fair and equal consideration. The written/electronic responses to the solicitation and any subsequent respective clarifications and/or negotiations must stand-alone. As an SEC member you must be objective and guard against any tendency to favor a particular manufacturer, firm or individual.

It is important that you understand the importance of following the Florida Sunshine law, which is in effect during the evaluation process and proceedings of the SEC meetings. Once the evaluation process has started, it is essential that any contact with the offeror's be through the Procurement Division. Additionally, you are not to communicate any information about this solicitation process, except during formal SEC meetings, with any vendor or potential vendor prior to award by the Town of Davie, nor shall you discuss proposal evaluations with anyone other than the Chairperson and fellow SEC members at the publicly posted meetings. The Florida Sunshine law is in effect until the Town of Davie has awarded the contract. Vendors have been directed in the solicitation documents to make all contact with the Procurement Division during the solicitation and evaluation process.

To emphasize the importance of the above characteristics, you are asked to sign the following statement:

I have read and understand the above and agree to be bound by the State of Florida Sunshine law, rules and principles represented. I know of no conflict of interest on my part nor have I committed any indiscretion nor accepted any gratuities or favors that would compromise my impartiality. My recommendations shall be based upon an objective/subjective review of the offeror's response and the appropriate award criteria from the solicitation in accordance with the Town of Davie's procurement policies and procedures.

Chad Petoldt
Printed Member Name

Committee Member Signature

COMMENTS:

IF YOU ARE UNABLE TO EXECUTE THIS, CONTACT PROCUREMENT IMMEDIATELY.

SELECTION AND EVALUATION COMMITTEE (SEC) CONFLICT OF INTEREST STATEMENT
RFP # JA-21-50

Audio Visual Services

You have been selected to participate in the evaluation of responses received as the result of the competitive solicitation referenced above. Your selection was based upon your qualifications and knowledge in this area and your ability to develop an objective/subjective analysis of each response. You are required to report to the Town any actual or potential conflict of interest.

It is essential that the integrity of the evaluation process be maintained to insure that each proposal is given fair and equal consideration. The written/electronic responses to the solicitation and any subsequent respective clarifications and/or negotiations must stand-alone. As an SEC member you must be objective and guard against any tendency to favor a particular manufacturer, firm or individual.

It is important that you understand the importance of following the Florida Sunshine law, which is in effect during the evaluation process and proceedings of the SEC meetings. Once the evaluation process has started, it is essential that any contact with the offeror's be through the Procurement Division. Additionally, you are not to communicate any information about this solicitation process, except during formal SEC meetings, with any vendor or potential vendor prior to award by the Town of Davie, nor shall you discuss proposal evaluations with anyone other than the Chairperson and fellow SEC members at the publicly posted meetings. The Florida Sunshine law is in effect until the Town of Davie has awarded the contract. Vendors have been directed in the solicitation documents to make all contact with the Procurement Division during the solicitation and evaluation process.

To emphasize the importance of the above characteristics, you are asked to sign the following statement:

I have read and understand the above and agree to be bound by the State of Florida Sunshine law, rules and principles represented. I know of no conflict of interest on my part nor have I committed any indiscretion nor accepted any gratuities or favors that would compromise my impartiality. My recommendations shall be based upon an objective/subjective review of the offeror's response and the appropriate award criteria from the solicitation in accordance with the Town of Davie's procurement policies and procedures.

Jose A. Bouchaap
Printed Member Name

Committee Member Signature

COMMENTS:

IF YOU ARE UNABLE TO EXECUTE THIS, CONTACT PROCUREMENT IMMEDIATELY.

SELECTION AND EVALUATION COMMITTEE (SEC) CONFLICT OF INTEREST STATEMENT
RFP # JA-21-50

Audio Visual Services

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LEONA HENRY
Printed Member Name

L. Henry
Committee Member Signature

COMMENTS:

IF YOU ARE UNABLE TO EXECUTE THIS, CONTACT PROCUREMENT IMMEDIATELY.

NOTICE OF INTENT
RFP# JA-21-50 Audio Visual Services

Review Meeting Date: April 28th, 2021 at 4:00 PM

Reviewer Initials & Score (Right) Proposer Names (Below)	LH	CP	JB	Totals	Proposer Final Ranking
Astoria Communications, Inc. dba Astoria	4	2	2	8	2
Full Moon Creative LLC	1	1	1	3	1
Go2events, Inc.	2	3	4	9	3
Presentation Partners, LLC	3	4	3	10	4

The Committee's Recommendation is to: take top two vendors Full Moon Creative LLC and Astoria Communications, Inc. dba Astoria to negotiate a contract for primary and secondary. If negotiations fail with either of the top two ranked vendors, then negotiations will commence with the third ranked vendor Go2events, Inc.

Procurement has reviewed and certified the above ranking.

Name: Jenna Albers

Signature: [redacted] 4/28/21

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

Item Number: 3.

To: Mayor and Councilmembers

From: Phillip R. Holste, Assistant Town Administrator, 954-797-1041

Prepared By: Leona Henry, Intergovernmental Affairs Manager, 954-797-1035 - Administration

Subject: Resolution

Affected District: Town Wide

Item Request: Schedule for Council Meeting

Title of Agenda Item: **CONTRACT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN COUNCIL TO APPROVE A CONTRACT FOR AUDIO VISUAL SERVICES FOR TOWN MEETINGS WITH FULL MOON CREATIVE, LLC AS THE PRIMARY VENDOR; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Executive Summary: The Procurement Division solicited formal RFP# JA-21-50 Audio Visual Services and equipment for Town Meetings. Such devices include digital recording equipment, amplifiers, switchers, microphones (wired and portable), mixers, digital recording software, and speakers.

Proposers were required to have a minimum of three years' experience, have trained technical staff to provide necessary services and support of audiovisual equipment, and provide price proposals of their staff's hourly labor rates and a la carte pricing for the equipment rental.

RFP notices were posted on Demandstar, the Town's website, and on the Town Clerk's Notice Board.

On April 22, 2021, the Town took receipt of four responsive proposals:
- Astoria Communications, Inc
- Go2events
- Full Moon Creative, LLC
- Presentation Partners

The Review Committee convened on April 28, 2021, to evaluate the proposals in accordance with the criteria stated in the RFP document. The Review Committee's final decision was to negotiate contracts with the two proposers, Full Moon Creative, LLC as the primary firm, and Astoria Communications, Inc as the secondary firm.

This resolution will consider the contract with Full Moon Creative, LLC as the primary firm.

Key Points:
- The Procurement Division solicited formal RFP# JA-21-50 Audio Visual Services for Town Meetings.
- The Review Committee's final decision was to negotiate contracts with the two proposers, Full Moon Creative, LLC as the primary firm, and Astoria Communications, Inc as the secondary firm.
- This resolution will consider the contract with Full Moon Creative, LLC Full Moon Creative, LLC as the primary firm.
- On May 19, 2021, resolution R-2021-139, was approved authorizing the Town of Davie to negotiate a contract with the top two selected firms to provide services.
- The initial contract shall be for a period of two years and the Town reserves the right to renew the contract for four additional, one-year periods with future renewals handled administratively.

Previous Actions: R2021-139 - authorizing the Town of Davie to negotiate a contract with the top two selected firms to provide services.

The Review Committee convened on April 22, 2021, to evaluate the proposals in accordance with the criteria stated in the RFP document. Subsequent negotiation meetings were held with the firms to discuss and clarify pricing, equipment, cancellation/rescheduling, transcription fees, and other services.

Concurrences: None.

Fiscal Impact:

Has request been budgeted?	Yes
If yes expected cost:	Over $25,000 in accordance with the awarded pricing, on an as-needed basis.
Account name and number:	001.01.103.512-53103 Special Projects
If no, amount needed**:**	
Account name funds will be appropriated from	
Additional Comments	

Recommendation: Motion to approve

Strategic Goals This Item Supports:
Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Creating an Environment that is Conducive to Innovation, Creativity, and Collaboration

ATTACHMENTS:

File Name	Description
Full_Moon.docx	Resolution
Agreement_with_Primary_Vendor_Full_Moon_Creative_LLC_(1).pdf	Agreement with Primary Vendor Full Moon Creative LLC
RFP-JA-21-50_Audio_Visual_Services.pdf	RFP-JA-21-50 Audio Visual Services
Addendum_1_-_RFP-JA-21-50.pdf	Addendum 1 - RFP-JA-21-50
RFP_Supplemental_Backup_Information.pdf	RFP Supplemental Backup Information

Full Moon Creative

Fee Schedule for City Commission Meeting Coverage

Lauderdale by the Sea

1 hour Setup prior to meeting start + 1 hour of meeting coverage	$175.00
Additional Hours start after first hour of the meeting at $40.00 per hour, billed in quarter hour increments.	$40.00

Meeting Example:
Setup: 5:30 PM
Meeting Start: 6:30 PM
Additional Hours: 7:30 PM
Meeting End: *9:00 PM*
Total time on location = 3.5 hours

Billing:

Setup 1 hour prior to meeting start time + 1 hour into meeting	$175.00
+ Hours = 1.5 hours at $40.00 per 1/4 hour =	$60.00
TOTAL	**$235.00**

Meeting Example:
Setup: 5:30 PM
Meeting Start: 6:30 PM
Additional Hours: 7:30 PM
Meeting End: *10:00 PM*
Total time on location = 4.5 hours

Billing:

Setup = 1 hour prior to meeting start time	$175.00
+ Hours = 2.5 hours at $40.00 per 1/4 hour =	$100.00
TOTAL	**$275.00**

** Meetings canceled within 72 hours of the meeting setup will be billed at $150.00*
** Meetings scheduled within 72 hours of the meeting setup time will be billed an expedited scheduling fee of $100.00 on top of the cost of the meeting.*

Full Moon Creative LLC.
www.fullmooncreative.com
(954) 742-2622

_____
Company Submitting Response

REQUEST FOR PROPOSALS

RFP NO.	**JA- 21 - 50**
TITLE	**AUDIO VISUAL SERVICES**
AVAILABLE	**WEDNESDAY, MARCH 24TH, 2021**
MANDATORY PRE-PROPOSAL CONFERENCE	**TUESDAY, APRIL 6TH, 2021 AT 3:30 PM EST** **MEET AT THE MULTIPURPOSE CENTER** **LOCATED IN PINE ISLAND PARK** **3801 SOUTH PINE ISLAND ROAD, DAVIE, FL 33328**
DUE DATE	**2:30 PM EST on THURSDAY, APRIL 22ND, 2021**
SUBMIT TO	**DEMANDSTAR**
REVIEW MEETING	**APRIL/MAY- DATE TBD**
COUNCIL APPROVAL	**DATE TBD**
BONDS	**N/A**

Download Bid Information for Free at: https://www.davie-fl.gov/bids

Town of Davie Supplier Central: https://www.davie-fl.gov/877/Supplier-Central

TOWN OF DAVIE
RFP NO. JA-21-50
REQUEST FOR PROPOSALS
Audio Visual Services

Dear Potential Respondent:

The Town of Davie, Florida invites qualified firms to submit responses in accordance with the requirements stated herein no later than **2:30 PM EST on THURSDAY, APRIL 22ND, 2021,** for **RFP NO. JA-21-50 Audio Visual Services.** Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.davie-fl.gov/bids or at DemandStar.com.

A Mandatory Pre-Proposal meeting and Site Visit will be held on Tuesday, April 6th, 2021 at 3:30 PM EST at the Multipurpose Center located in Pine Island Park at 3801 South Pine Island Road, Davie, FL 33328. Meet outside the main entrance of the Multipurpose Center.

Requirements in relation to the COVID-19 Pandemic for attending the public pre-proposal meeting are as follows:
• Temperature checks will be taken prior to entering the Multipurpose Center. Hand sanitizing will be available upon entry.
• Masks must be worn at all times on Town property.
• Social distancing rules must be adhered to at all times on Town property.

Questions regarding this solicitation shall be submitted in writing to purchasing@davie-fl.gov no later than 5:00 PM on **April 12, 2021**. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Purchasing website and DemandStar.com. It is the responsibility of prospective bidders to ensure they are aware of all addenda issued relative to this solicitation.

Respondents **shall submit all proposal documents electronically through** www.demandstar.com**.** A full instructional guide on how to submit documents will be included with this solicitation. Under "Bid Amount," enter "0". All calculations and review of responses will be conducted through administrative review and a review committee meeting to be scheduled later. Only prosper names were read into the record. The Town will maintain documentation on its own website at www.davie-fl.gov/purchasing for general public information and posting requirements. **Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the Town Hall Council Chambers on the due date/time noted above.
Requirements in relation to the COVID-19 Pandemic for attending the public opening are as follows:
• Inform guard upon entry of attendance to this meeting
• Temperature checks will be taken prior to entering Town property
• Wrist band provided by guard must be worn at all times on Town property
• Masks must be worn at all times on Town property
• Social distancing rules must be adhered to at all times on Town property

Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:
Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/onstage/g.php?MTID=eb803f36ea5fdf55e093efee4daad4524

Meeting number:
129 601 9321
Password:
mRnahR7R2M8

More ways to join
Join by video system
Dial 1296019321@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone
+1-408-418-9388 United States Toll
Access code: 129 601 9321

The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such purpose he or she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

TABLE OF CONTENTS

SOLICITATION SECTIONS		PAGE
SECTION 1.0	General Terms and Conditions	4
SECTION 2.0	Insurance Requirements	30
SECTION 3.0	Special Conditions	32
SECTION 4.0	Content of Proposal	36
SECTION 5.0	Scope of Work	37
SECTION 6.0	Price Proposal Form	42
Exhibit A	Photos and Videos	Attached after Section 6.0
Exhibit B	Sample Council Meeting Details	Attached after Exhibit A
SECTION 7.0	Required Forms	45
	• Demandstar Sign Up • Demandstar E-Bidding Instructions • Conference Call/Online Meeting Instructions • Vendor Requirement Guide	Attached

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Administrator and/or Town Council.

Contract: The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Administrator: Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Town: The Town of Davie, a municipal corporation and political subdivision of the State of Florida, incorporated within Broward County, Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members. As used hereunder, the Town is the Town of Davie, including its districts, boards, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers.

Community Redevelopment Agency (CRA): The Town of Davie Community Redevelopment Agency, which is created pursuant to Florida Chapter 163, Part III.

Town Administrator: The Administrator of the Town of Davie, Florida.

Executive Director: The Executive Director of the Davie Community Redevelopment Agency.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Towns Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Town of Davie.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words **"Work", "Services", "Program", or "Project":** All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words **"Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed",** or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project o Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at https://www.davie-fl.gov/list.aspx.

1.3 LOCAL PREFERENCE

Definitions

Local Davie Vendor-a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal

Service recognizes as being a Davie address to be eligible.
Local Broward County Vendor- a "local Broward vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

Bid- A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing department on the Town's website where the award is determined by price.

Proposal- A proposal shall be any competitive solicitation by Request for Proposal (RFP) or Request for Qualifications (RFQ) officially posted by the Town of Davie purchasing department on the Town's website where the award is determined by qualifications.

Process

a) Competitive Bid- For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a 5% evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within 5% of the lowest price if that lowest price is submitted by a non-Broward County vendor or within 2.5% of the lowest price if that lowest price is submitted by a Broward County vendor, the "local Davie vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a 2.5% evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within 2.5% of the lowest price submitted by any non-Broward County vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there are a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least 1%, an opportunity will be given to the "local Broward County vendor" to do so. If the "local Broward County vendor" cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within 5% of the lowest bid/quote if that bid/quote is from a non-Broward County bidder, or within 2.5% of the lowest bid/quote if that bid/quote is from a local Broward County bidder, then all vendors will be asked to submit a "best and final offer (BAFO)". The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least 1%, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

b) Competitive Proposal- For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any RFP/RFQ unless specifically exempted by the Town Administrator or the Town Council.

c) Exceptions

1. No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

2. Utilization of a State or other agency

contract.

3. State or Federal law prohibits the use of local preference.

4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.

5. Sole source or single source purchases.

6. The “local vendor” is either non-responsive or non-responsible.

7. All bids submitted exceed the budget amount for the project.

8. Emergency purchases.

9. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.

C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.

C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

E. The Town shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

A. Bidders shall submit all bid documents electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. Late submissions shall not be accepted.

B. The Town will maintain documentation on its own website at www.davie-fl.gov/purchasing for general public information and posting requirements.

C. Bidders requesting a copy of the bid tabulation will find this information through www.demandstar.com or on the Town's website at www.davie-fl.gov/purchasing.

1.8 ADDENDA

The Purchasing Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder may not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.9 REJECTION OF BIDS

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.10 WITHDRAWAL OF BIDS

A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.

B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.

C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager, on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

1.14 INVOICING/PAYMENT

All invoices should be sent to: Town of Davie, Finance Department, 6591 Orange Drive, Davie, Florida 33314. In accordance with Florida State

Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.15 DISCOUNTS

A. Bidders may offer a discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.16 COMPETENCY OF BIDDERS

A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.

B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:
Project Manager Town of Davie
Attention: Leona Henry
Intergovernmental Affairs Manager, Town Administration
Phone: 954-797-1035
Email: lhenry@davie-fl.gov

To the Procurement Department:
Brian O'Connor, C.P.M., Procurement Manager
Purchasing Division
6591 Orange Drive
Davie, FL 33314
Phone: (954) 797-1016 Fax: (954) 797-1049
Email: boconnor@davie-fl.gov

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.18 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie or of the Davie Community Redevelopment Agency. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The name of the company shall be displayed on the front of the employee's shirt and the name of the company

and employee must be worn on a badge visible from the front of the employee

1.19 AWARD OF BID

A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called upon, and so on.

B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.

C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).

D. Successful Bidder shall be notified in writing of award.

E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.

1.20 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that it has been treated unfairly with regard to the results of a solicitation, or the resulting recommendation for award, it may protest the Town's action as follows:

1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest along with two (2) cashier's checks within three (3) working days of publication of the notice of intent to award on the Town of Davie website. The first check will be in the amount of $500 (hereinafter called "the administrative fee"). The second check will be in the amount of 1% of the bid amount (hereinafter called "the protest bond").

2. If the Procurement Manager receives a bid protest letter along with the administrative fee and the protest bond fee as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member to be selected by the Town Administrator. The Procurement Manager and the employee that wrote the recommendation for award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the recommendation for award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.

3. The Bid Protest Committee shall schedule a hearing within ten (10) working days of receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.

4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal its case to the Davie Town Council. In order to appeal, the vendor must notify the Town Administrator within three (3) working days of the Bid Protest Committee's adverse ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date in writing.

5. Once the bid protest is resolved, the Town will proceed with the bid award, unless as exempted in 2 above.

1.21 AGREEMENT

An agreement shall be sent to the awarded bidder to be signed, witnessed, and returned to the Town for execution, when applicable. The Town will provide a copy of the fully executed agreement to the awarded bidder.

1.22 DISQUALIFICATION OF BIDDERS

A bid may be disqualified temporarily or permanently and rejected by the Town for any

lawful reason, including but not limited to the following reasons:

A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.

B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.

C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default. The Vendor shall cause all subcontractors to accept the terms and conditions of the Vendor's agreement with the Town.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval, which consent Bidder acknowledges is at the sole discretion of the Town.

1.25 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town may also elect to terminate or cancel any other contracts with such individual, corporation or entity with no penalty to the Town for such termination. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation of this or any other contract with the Town under this section, including but not limited to the Town attorney's fees and costs.

1.26 COLLUSION

The bidder, by affixing a signature to this proposal, agrees to the following:

1. Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham response in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid response or of any other bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

3. The price or prices quoted in the bid response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest.

1.27 REASON FOR NO BID FORM

If choosing not to bid, please complete and return the enclosed form indicating reason for "No Bid" at this time.

1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify and defend the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.29 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. If the Bidder submits trade secrets, as defined under the applicable Florida Statutes, the Bidder shall stamp each page in which the trade secret is listed and clearly mark the information deemed to be a trade secret. The Bidder shall also submit a separate document listing each page in which a trade secret is listed. Additionally, using the appropriate legal analysis, the separate document must clearly state why the information marked as a trade secret is deemed a trade secret pursuant to the applicable Florida Statutes and Florida case law as to be exempt under Chapter 119 of the Florida Statutes.

1.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 954-797-1000, Evelyn_Roig@Davie-FL.gov, 6591 Orange Drive, Davie, FL 33314.

1.31 SCRUTINIZED COMPANIES

Florida Statute § 287.135: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of

the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

1.32 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

1.33 EXCEPTIONS TO PROPOSAL

The bidder must clearly indicate any exceptions it wishes to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation to which the Bidder took exception (as said term and/or condition was originally set forth on the solicitation.)

1.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor shall indemnify, defend and hold harmless the Town of Davie, its officers, employees, volunteers, agents, boards, elected and appointed officials, instrumentalities and the Davie Community Redevelopment Agency from and against any and all liability, losses or damages, including but not limited to attorney's fees and costs, incurred as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection with this agreement, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town or the Community Redevelopment Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, defend, keep and save harmless and defend the Town, the Community Redevelopment Agency, or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.35 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). Contractor agrees that no portion of the bid award will be paid to any employees of the Town of Davie, its elected officials, and/or the contractor's consultants, as a commission, kickback, reward or gift, directly or indirectly by the firm or by an officer of the firm.

1.36 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and not withstanding application of conflicts of law principles.

1.37 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.38 QUANTITIES

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

1.39 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the contractor and return product at bidder's expense.

1.40 WARRANTY

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, including proposed term of warranty coverage, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.41 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.42 CONTRACT RENEWAL

Any contract may be renewed within the parameters set forth in solicitation document or negotiated terms.

1.43 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.44 SAFETY DATA SHEET (SDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the Town.

1.45 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

1.46 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

1.47 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.48 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a

bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.49 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.50 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS

Contractor shall comply with Florida Statute 112.313, which prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy states "No employee, contracted personnel, and elected or appointed official shall solicit or accept, anything of value, including a gift, loan, reward, promise of future employment, favor, or service, when the employee, contracted personnel, and elected or appointed official knows or should know that it is given to influence their vote, action, decision, recommendation or clout of the employee, contracted personnel, and elected or appointed official in the course of their employment or service with the Town of Davie."

Florida Statute 112.312 (12) (a) list what is a "Gift."

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

1.51 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.52 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement, as specified in Florida Statute Chapter 119 and section 1.30 of this agreement, and upon request make them available to the Town following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

1.53 TOWN WEBSITE

Bids, addenda, Intents to Award, and other information is available on the Purchasing Division's "Purchasing" page, which can be found at: https://www.davie-fl.gov/purchasing.

1.54 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.55 CONFIDENTIALITY

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's evaluation are open to public inspection and subject to disclosure upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.56 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

A. The terms and conditions of the agreement

B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and

C. The Contractor's Proposal.

1.57 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or

agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Manager.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.58 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

1.59 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

1.60 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient work due to its errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs, where applicable. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

1.61 MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall

be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.62 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.63 AUTHORITY OF THE TOWN'S PROJECT MANAGER

A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or

in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.64 MUTUAL OBLIGATIONS

A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party.

C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter Contractor agrees to pay the Town's costs, attorney's fees and/or any resulting judgment or settlement from the Contractor.

1.65 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.66 AUDITS

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for

determining the allowability and allocability of costs.

1.67 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.68 SUBCONTRACTUAL RELATIONS

A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.

C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.

E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

1.69 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.70 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from

the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.71 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

A. The Town and/or the CRA, may terminate the Agreement and pursue all remedies available at law if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation or material misstatement.

B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including but not limited to attorney's fees and costs.

C. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor, is given specific consideration to Contractor for the Town's and the CRA's right to terminate this Agreement for convenience.

D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material misstatement may be debarred from Town and CRA contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:

1. Stop work on the date specified in the notice ("the Effective Termination Date");

2. Take such action as may be necessary for the protection and preservation of the Town's and/or the CRA's materials and property;

3. Cancel orders;

4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;

5. Take no action which will increase the amounts payable by the Town under the Agreement.

G. In the event that the Town and/or the CRA exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.72 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;

3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;

6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the Contractor, within the time frame set forth in the Town's or the CRA's request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement;

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.73 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues;

B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.74 PATENT AND COPYRIGHT INDEMNIFICATION

A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services,

equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's or the CRA's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, defend, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's or CRA's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

D. The Contractor shall be solely responsible for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.75 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession or the CRA's possession may constitute or contain information or materials which the Town or the CRA has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town or the CRA has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, or the CRA's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter “Computer Software”). The Contractor acknowledges and agrees that all third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town or the CRA and, if the Computer Software has been leased or purchased by the Town or the CRA, all third party license agreements must also be honored by the contractors’ employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.76 PROPRIETARY RIGHTS

A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies

thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" are works for hire and are the property of the Town.

C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder.

Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, or the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.77 ETHICS

In accordance with Section 2-327 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

1.78 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Occupational Safety and Health Act (OSHA) as applicable to this contract.

C. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.

D. Florida Building Code (FBC).

E. Notwithstanding any other provision of the Agreement, Contractor shall at all times conduct its operations in a safe and sound manner.

1.79 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.80 CONFLICT OF INTEREST

The Contractor represents that:

A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Manager. Contractor shall thereafter cooperate with the Town's review and investigation of such information, and

comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

1.81 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

1.82 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.83 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

1.84 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.85 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.86 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the project he will supply only material or equipment that is 100% asbestos free.

1.87 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

1.88 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall

have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled without penalty by the Town upon giving thirty (30) days written notice to the Contractor.

1.89 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town's bidder lists, and prohibition from engaging in any business with the Town.

1.90 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.91 E-VERIFY

Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By entering into this Contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

1.92 FORCE MAJEURE

The Agreement that is awarded to the successful proposer may provide that the performance of any act by the Town, the CRA, or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.93 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided

with a minimum 30-day notice prior to any such reduction in budget.

1.94 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Town.

1.95 LITIGATION VENUE

The parties agree that all litigation between them in the state courts shall exclusively take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.96 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.97 SUBMISSION AND RECEIPT OF BIDS

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

1.98 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE

The Town of Davie has an exclusive solid waste franchise agreement with Waste Management, Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the Town of Davie or the CRA shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Waste Management for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Management dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Kay Hurley, Waste Management Construction Services Account Manager at (954) 439-4067 or khurley@wm.com .

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor, Procurement Manager, at (954) 797-1016 or boconnor@davie-fl.gov .

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THE BIDDER. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO $15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO $1,000/DAY FOR FIRST VIOLATIONS, UP TO $5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

1.99 DEBARMENT

A vendor who is to be formally removed from the vendor eligibility list and who is to be subsequently barred from doing future business with the Town will be notified in writing by the Procurement Manager through the Office of the Town Administrator. Said written notification will state the reason for debarment and the length of time of its effectiveness, which shall be thirty six months or less from the date of notification.

A vendor who receives a notice of debarment may request, in writing, an appointment with the Procurement Manager and the Town Administrator for the purpose of reviewing the decision. If the review does not satisfactorily resolve the issue, the vendor may then petition to appear at a formal, twice-monthly session of the Town Council to further defend their position. Said petition to appear must be directed to the Office of the Town Administrator or the Office of the Town Clerk for scheduling.

If a vendor's name is removed from the list of vendors eligible to receive a bid opportunity no Town department is able to continue doing business with said vendor. A vendor may be removed from the vendor eligibility list for any of the following reasons:

1. Conviction of a criminal offense relative to securing a public or private contract;

2. Conviction of a violation of a State or Federal anti-trust statute or act relating to the submission of a bid or a proposal;

3. Conviction of a violation of a State or Federal Statute which indicates a lack of business integrity or honesty, e.g., theft, forgery, embezzlement;

4. A serious violation of a contract provision, e.g., a previous failure to perform or unsatisfactory performance associated with an awarded contract or bid;

5. A violation of ethics, as defined within this manual or the Florida State Code of Ethics;

6. Conviction of or evidence of collusion by a respondent or a subsidiary in the submission of a response to the Town, other government agency or business in connection with a solicited RFP, or bid;

7. Any other reason that would affect a vendor's responsibility to the Town.

1.100 EMPLOYEE BACKGROUND VERIFICATION

Contractor certifies and agrees that all personnel used in the performance of this work have had a criminal background check. The Town reserves the right to request copies of the criminal background check.

1.101 LOBBYING

Any communication from a lobbyist to a covered individual regarding any item that will foreseeably be decided by a final decision making authority, which communication seeks to influence, convince, or persuade the covered individual to support or oppose the item requires the said lobbyist to register with the Town of Davie Town Clerk.

1.102 INSPECTOR GENERAL AND ETHICS

In accordance with Section 12.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

END OF SECTION

SECTION2.0 INSURANCE REQUIREMENTS

	Insurance Checklist		
Insurance Type #	**Required**	**Non-Applicable**	**Insurance Types**
1	√		Commercial General Liability
2	√		Automobile Liability
3	√		Workers Compensation and Employers Liability

2.1 INSURANCE TYPES

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of $1,000,000, Personal and Advertising Injury with minimum limit of $1,000,000. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 6591 Orange Drive Davie, Florida 33314.**

2. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 6591 Orange Drive Davie, Florida 33314.**

3. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Must include Employers' Liability with a minimum limit of $100,000 each accident, Disease each employee minimum limit of $100,000, Disease policy limit of $500,000. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

2.2 INSURANCE COVERAGE

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

B. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and

any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

END OF SECTION

SECTION3.0 SPECIAL CONDITIONS

3.1 PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality service shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least by the RFI deadline stated below, or at the pre-proposal conference, to allow sufficient time to resolve all discrepancies.

3.2 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at purchasing@davie-fl.gov.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

3.3 MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT

A Mandatory Pre-Proposal meeting and Site Visit will be held on Tuesday, April 6th, 2021 at 3:30 PM EST at the Multipurpose Center located in Pine Island Park at 3801 South Pine Island Road, Davie, FL 33328. Meet outside the main entrance of the Multipurpose Center.

Requirements in relation to the COVID-19 Pandemic for attending the public pre-proposal meeting are as follows:
• Temperature checks will be taken prior to entering the Multipurpose Center. Hand sanitizing will be available upon entry.
• Masks must be worn at all times on Town property.
• Social distancing rules must be adhered to at all times on Town property.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

3.4 SCHEDULE OF EVENTS

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	03/24/2021
Mandatory Pre-Proposal Conference	04/06/2021
Last Date Receipt of RFIs (by 5:00 pm EST)	04/12/2021
Responses Due (2:30 pm EST)	04/22/2021

3.5 EVALUATION & SELECTION METHOD AND CRITERIA

All responses will be reviewed and evaluated by a Review Committee to be designated by the Town Administrator or his/her designee. A recommendation for award will be submitted to the Town Administrator for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the Town.

Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

1. Process

The selection process shall be as follows:

A. The Review Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single ranking, the Review Committee will evaluate to determine if the sole respondent is in the best interest of the Town. The Review Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.

B. At the Committee's discretion, top ranked firms may be asked to come in for oral presentations and/or interviews (continue to "D" below).

C. If presentations are not requested, contract negotiations will then commence with the top ranked firm following Town Council shortlist approval.

D. If firms are asked to come in for oral presentations and/or interviews:

   i. Procurement will establish the schedule and firms will be notified within a reasonable time period (see schedule provided herein), in advance of the date, time and place of the presentations. Equal time will be allotted for each firm. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. The specific format for presentations will be provided to proposers with the notifications. Oral presentations and/or interview sessions will **not** be open to the public.

   ii. After the oral presentations, interviews and/or proposer facility site visits, the Committee will then conduct a final ranking in accordance with the criteria in item "2" below to determine the top ranked firm considered to be the most capable of performing the required project in the best interest of the Town. The Committee's recommendation will be brought to the Town Council for approval.

E. The Committee will negotiate a final agreement beginning with the best evaluated Respondent. Should negotiations be unsuccessful, the Committee will terminate negotiations with the firm and initiate negotiations with the second-ranked firm and so forth until successful negotiation.

F. The department will then prepare the agenda item for the next available Council meeting and request the Town Council to approve the final contract.

2. Evaluation Criteria

The selection of a Respondent with who to contract shall be based on the proposal most advantageous to the Town based on the "best value to the Town" using the following criteria:

- Firm Qualifications & Experience
- Qualifications & Experience of Key Personnel
- Client References and Past Performance
- Best Overall Approach to the Scope of Work
- Price Proposal
- Local Preference

3.6 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that proposer is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Services. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

3.7 CONTRACTOR'S EQUIPMENT

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

3.8 EMPLOYEES

Contractor shall provide licensed and insured technicians to perform all work as required by Local, State, and/or Federal Regulations. Contractor shall have "on-site" supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an "On Duty" supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

3.9 STORAGE OF MATERIALS

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the Town.

3.10 DISPOSAL OF WASTE

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services.

3.11 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the Public Works/Capital Projects Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

3.12 PERMITS

The Contractor is responsible to obtain and maintain current all, licenses, insurance and other State, County or City permits that may be required to perform the contract services during the Contract term. This shall include, but not necessarily be limited to all permits to perform specific services, and inspection fees that are required for the electrical portions of those projects for which they are responsible. The Contractor shall comply with all Laws, Ordinances, Regulations and Building code requirements applicable to the scope of work included herein. The Town will reimburse the Contractor for special permit and inspection costs for work performed on a pass-thru-basis. If the Town is requested to reimburse the Contractor for such expenses, they will be identified prior to service performance. The Contractor will provide documentation of such charges and bill these expenses as separate line items on the Contractor's invoice on a pass-thru-basis.

3.13 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract shall be for a period of two (2) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for four (4) additional, one (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Town Administrator.

3.14 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer’s best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the top ranked responsive and responsible Proposer. The Town may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Town.

3.15 CONTRACT AWARD

Any contract, as a result of this RFP, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Town to be in the best interest of the Town. The Town’s decision to make the award and which proposal is in the best interest of the Town shall be final.

END OF SECTION

SECTION4.0 CONTENT OF PROPOSAL

Proposals should include but not be limited to the following information:

1. Summary of Firm Qualifications & Experience
2. Summary of Qualifications and Experience of Key Personnel
3. Previous Projects: provide highlights of your previous relevant work experience, photos, as appropriate.
4. Minimum of three (3) references.
5. Price Proposal- see Section 5.11 PRICING and Section 6.0 for details.
6. Provide information on items listed in 5.12 ADDITIONAL PRICING/ SERVICES
7. All required Town Forms.

END OF SECTION

SECTION5.0 SCOPE OF SERVICES

5.1 PURPOSE

The Town of Davie (hereinafter referred to as the "Town") desires bids for a term contract for meeting services which includes audio, visual, production (labor, repair, supervision, and equipment). The scope of requirements includes but is not limited to the following: full completion of production for audio visual services for Town meetings including labor, staffing, equipment, lighting technician, sound technician, producers, director, cameraperson and additional staff as needed for events. The Contractor must be able to provide all-inclusive full sound, visual, and lighting services for Town events ranging in size.

5.2 EVENT QUANTITY

The Town holds three Town Meetings (hereafter referred to an "event") per month. The events take place on the first and third Wednesday of each month, unless otherwise specified - a Community Redevelopment Agency Meeting starting at 6 p.m. (primarily held the first Wednesday of the month) and two Town Council Meetings generally starting at 6:30 p.m. (first and third Wednesday of the month only). Special events may also be held by the Town on an as-needed basis. Please note there are other meetings such as Community Forums that will require the vendor to perform services. The Town may also reduce or increase the number of events per month based on scheduling. Meeting dates are subject to change.

Upon award, the Contractor will be provided a list of events that will require their services. Event dates are typically scheduled a year in advance, with a new calendar of events released in January of each year. The vendor will be given a minimum of 7 days' notice of an upcoming special event which will require their services. However, please note there are occasions when the Town will have emergency meetings. In those scenarios, the vendor will be notified within 3-24 hours of the event or as soon as possible.

5.3 TYPE OF EVENTS

The Town has events in room settings of various sizes and acoustical designs including outdoor venues. Some events last for a few hours and require setup 1 hour prior to the event start time with a breakdown the same day. Other special events may require different setup and breakdown timeframes, and such information will be provided to the Contractor in advance of the event.

5.4 CONTRACTOR REQUIREMENTS

1. Contractor must have a trained technical staff to provide necessary services and support of audio-visual equipment as needed. This equipment includes, but is not limited to, the following:
    - Flat Screen TVs
    - Digital Recording Equipment
    - Amplifiers
    - Switchers
    - Microphones (wired and portable)
    - Mixers
    - Digital Recording Software
    - Presentation Camera
    - Laptop Devices (set up PowerPoint and Adobe PDF presentations)
    - Presentation Devices (Presentation Pointer and Keyboard)

2. Contractor shall have a minimum of three years' experience with a similar size agency performing the services specified herein.
3. Contractor shall provide technical advice and assistance for sound, video monitors, cameras, and troubleshoot and repair audio visual systems as needed.
4. Contractor shall provide wiring for cameras, speakers, microphones, mixers, amplifiers, switchers, listening devices, and auxiliary inputs.
5. Contractor shall provide professional, technical support for television broadcasting, digital audio recording, and set-up for electronic presentations, including PowerPoint and Adobe PDF presentations.
6. Contractor is encouraged to think creatively in terms of entertainment, sound, and visual elements.
7. Due to the critical nature of these contract services, the Town requires the Contractor to have the ability and trained resources to commence work within three hours of receiving a request from the Town for a non-scheduled event.
8. All work must be performed in accordance with National Electrical Code specifications and all applicable State and Local Codes as amended to date.

5.5 EVENT PROGRAM

Contractor shall adhere to the performance standards set by the Town of Davie designee. Event performance includes, but is not limited to:

1. Contractor shall follow approved Town of Davie production script as outlined.
2. Contractor shall follow all production ques in accordance with approved Town of Davie for audio, visual, and production. Must fully be tested and set prior to meetings or other special events/meetings performance.
3. If any special elements (LED bands, cryo, confetti) are requested by the Town, they must be deployed according to instructions provided by the Town of Davie designee.
4. Unless otherwise stated, the Contractor shall perform a complete audio and visual run-through to start no later than 1hr the day of the event. The run-through will be attended by the Town designees. Vendor must have all presentation and social media elements (if applicable) pre-designed and running during walk-through.
5. Contractor shall be onsite and complete a full set-up and testing of equipment at least 1 hour before the start of an event. Complete set up includes all lights, cameras, sound, videos, and screen slides. In addition, the PA system, laptop presentation computer, projector and television monitors are vital components of this system and must be setup and tested to ensure proper functioning. Each microphone on the dais and podium shall be tested and their volume set. The recording equipment shall have their volume controls set properly and proper operation shall be confirmed.
    - At the Town's sole discretion, in the event that the vendor has not set-up and tested equipment 1 hour before the event, or does not complete an audio and visual run-through at least 1 hour before the event, the vendor may be required to pay or deduct from the Town's invoice an amount up to two hundred dollars ($200).
6. The Contractor shall remain onsite throughout the duration of the event to maintain audio visual programming, presentation(s), and to address any equipment setup or malfunction issues that may occur.
7. Contractor must begin breakdown equipment and remove all equipment from the premises within 30 minutes after an event concludes. Breakdown and removal of equipment must occur the same day of the event.

5.6 EVENT PROGRAM

Town and Community Redevelopment Agency Meeting Schedule through 2021

Town Council & CRA Meetings		
Meeting Type	**Date**	**Time**
CRA	May 5, 2021	6:00 PM
Town Council	May 5, 2021	6:30 PM
Town Council	May 19, 2021	6:30 PM
CRA	June 2, 2021	6:00 PM
Town Council	June 2, 2021	6:30 PM
Town Council	June 16, 2021	6:30 PM
CRA	July 7, 2021	6:00 PM
Town Council	July 7, 2021	6:30 PM
Town Council	July 21, 2021	6:30 PM
CRA	August 4, 2021	6:00 PM
Town Council	August 4, 2021	6:30 PM
Town Council	August 18, 2021	6:30 PM
CRA	September 1, 2021	6:00 PM
Town Council	September 1, 2021	6:30 PM
Town Council	September 15, 2021	6:30 PM
CRA	October 6, 2021	6:00 PM
Town Council	October 6, 2021	6:30 PM
Town Council	October 20, 2021	6:30 PM
CRA	November 3, 2021	6:00 PM
Town Council	November 3, 2021	6:30 PM
Town Council	November 17, 2021	6:30 PM
CRA	December 1, 2021	6:00 PM
Town Council	December 1, 2021	6:30 PM
Town Council	December 15, 2021	6:30 PM

* Meeting dates, times, and locations are subject to change.

Changes will be shared with the vendor as soon they are made available.

Council Meeting Dates beyond 2021 will be shared with the vendor as meeting information becomes available.

5.7 TECHNICAL SPECIFICATIONS OF EVENT

The following list is provided as an example of equipment needed for a Town Council Meeting. Other special events may require alternative amounts and/or types of equipment and should be priced according to hourly labor rates and itemized equipment pricing.

1. Town of Davie uses a two-screen stage setup.
2. Contractor shall provide two viewing monitors/television screens for the stage (one on each side) so that platform guest may be able to see what the audience is seeing on stage and in the production.
3. Contractor shall provide 3 screens, projectors, and all other elements associated with screens.
4. Contractor shall provide 2 podiums with handheld microphones for meeting rooms.
5. Contractor shall provide 11 desktop standing mics microphones Town Councilmembers and Administrators. No wireless microphones or clip-on microphones.

6. Contractor shall provide 2 audio monitors for stage guests.
7. Contractor shall provide adequate speakers and coordinate the strategic placement of speakers in the designated rooms with Town staff to ensure the meetings can be heard clearly by those on the stage and in the audience. Placement and quantity needed shall be determined during audio testing of the meeting.
8. For multi-location events, such as a Town Council Meeting held in two rooms, the Contractor shall provide audio and visual display of each location.
9. Contract shall design lighting in collaboration with Town of Davie designee. Requirement of lighting varies per event.
10. Upon request, the Contractor should allow access and assistance to the Town designee to air additional forms of event broadcast, such as live social media streaming and posts (tweets, etc.).
11. Contractor will be supplied with slides for show production and corresponding script. Contract shall compile slides and material provided to create the event production. Slides and other related information will be provided to Contractor a minimum of three (3) days in advanced of the event.
12. Contractor shall provide what equipment is needed to share video and audio wirelessly to the other room- what are the associated charges?
13. Additional elements may be added upon request. Contractor may suggest elements to the Town designee to help enhance the audio and visuals of an event.

5.8 WORKING HOURS

The standard workweek shall be considered Monday through Friday, from 8:30 a.m. to 5:00 p.m., excluding normal federal holidays granted to Town employees. All other times are considered non-standard. The contractor shall work during Town non-standard working hours, Town off-hours, and/or weekends at no additional cost to the Town. Some work may be performed during regular work hours. Most Town meetings will take place outside of the standard working hours. The Town shall only pay the appropriate hourly rate commencing when the contractor's personnel report to the Town's designee and ending when the work is complete. Travel time will not be included in hours worked.

5.9 RESPONSE TIME FOR NON-SCHEDULED EVENTS

The Contractor will be on site and commencing services within three (3) hours. Failure to respond within this time frame may be cause for the Town to use an alternate contractor. A pattern of response failure may result in the termination of the contract.

5.10 INVOICING

All invoices must be itemized to include number of hours worked x the hourly labor rate and flat rate fees for equipment rented. No "service call" or any other additional fees will be allowed outside of contract pricing.

5.11 PRICING

Proposer should provide hourly labor rate(s) for all Employees (various titles) Include overtime, multiple event overtime, and holiday overtime hourly rates (if applicable) in their RFP submission.

The Town has listed equipment below which it has previously utilized or may utilize in the future for meetings/events in Section 6.0 Price Proposal Form. Proposer should include pricing for each of these items in their RFP submission. If including pricing, please check 'Yes' next to the item. If an item is not offered by your company, check 'No Bid' and an explanation if appropriate.

Proposer should indicate if there is a Pickup/ Delivery and/or Trip Charge for events in their RFP submission. Pricing (if applicable) for same day events versus multi-day events should be identified.

Proposer should include any add-on equipment or services which their company can provide in relation to these services (if not listed on the Section 6.0 Price Proposal Form). Please include any additional pricing in your RFP submission. i.e., editing, transcription services, etc.

5.12 ADDITIONAL PRICING/ SERVICES

Proposer shall clarify the following in their proposal submission:

- Contractor shall clarify if there are any consumable fees.
- Contractor shall make clear if there is a cancellation/ re-Scheduling charge.
- Contractor shall make clear if there is a USB deliverable fee.
- Contractor shall make clear if there is a charge for SDI cable to have wired video/audio to other room.
- Contractor shall make clear if there is a charge to add Speakers Timer(s), associated cabling, operation.
- Contractor shall make clear if there is a charge for equipment needed to tap lines for public calling in by phone.
- Contractor shall make clear if there is a charge for equipment needed (audio interface) for public calling in via Zoom or WebEx or other virtual meeting software.
- Contractor shall make clear the cost for a single event for pickup and delivery.

END OF SECTION

SECTION6.0 PRICE PROPOSAL FORM

Proposer should include itemized, a la carte equipment rental pricing. The Town has listed equipment below which it has previously utilized or may utilize in the future for meetings/events. Proposer should include pricing for each of these items in their RFP submission. If including pricing, please check 'Yes' next to the item. If an item is not offered by your company, check 'No Bid'.

Pricing can be listed on separate price pages included in your RFP submission.

Equipment/ Service Pricing

Monitors (multiple sizes)	Yes	No Bid
Audio Monitors	Yes	No Bid
Monitor stands	Yes	No Bid
Projectors (multiple sizes)	Yes	No Bid
Video cameras 4K (floor based)	Yes	No Bid
Wireless video cameras	Yes	No Bid
4K cinema video camera (for filming videos)	Yes	No Bid
4K Go-Pro	Yes	No Bid
Camera Jib (multiple sizes)	Yes	No Bid
Camcorder	Yes	No Bid
Tripods	Yes	No Bid
Projection screens (multiple sizes)	Yes	No Bid
Video Monitors (multiple sizes)	Yes	No Bid
Pipe and drape (multiple sizes)	Yes	No Bid
Podiums	Yes	No Bid
Microphones (wired, wireless, handheld, tabletop, desktop, push to talk, gooseneck, boom mic, etc.)	Yes	No Bid
Microphone Stands (floor, tabletop, etc.)	Yes	No Bid
Mixers (small, 16 channel, 32 channel, etc.)	Yes	No Bid
Speakers	Yes	No Bid
Subwoofer	Yes	No Bid
CD players	Yes	No Bid
DVD players	Yes	No Bid
Sound systems	Yes	No Bid
Laptops	Yes	No Bid
Wireless iPad Control	Yes	No Bid
Cable packages (XLR, SDI, etc.)	Yes	No Bid
Cable converters (SDI to HDMI, etc.)	Yes	No Bid
Power Kit (extension cords, power strips, power service)	Yes	No Bid
Wireless Overflow Presentation HDMI TV Connection	Yes	No Bid
Wired Video to Second Room 100 ft SDI Cables	Yes	No Bid
SDI + HDMI Converters	Yes	No Bid
Splitters (HDMI, etc.)	Yes	No Bid
White Board with Easel, Markers, and Eraser	Yes	No Bid
Flip Chart with pad and makers	Yes	No Bid
Live stream device switcher	Yes	No Bid
Power Point/Presentation Advancer	Yes	No Bid
Recording device	Yes	No Bid

Photo cameras (with Gimbal for movement)	Yes	No Bid
Licensed and Insured Drone Operator	Yes	No Bid
Teleprompter with operator	Yes	No Bid
Audio/Video Upload and Sending of File(s)	Yes	No Bid
USB deliverable fee	Yes	No Bid
Comcast or other provider FTP Upload	Yes	No Bid
Upload to other destinations	Yes	No Bid
PIP Timer via Laptop Option	Yes	No Bid
PIP Timer via Switcher Option with Laptop	Yes	No Bid
YouTube Management (create video from audio)	Yes	No Bid
Consumable fees- Gaff Tape, Batteries, cable ramps, etc.- (per event) (if applicable)	Yes	No Bid
Call in Audio System via Zoom or other virtual meeting software- (Management and Operation)	Yes	No Bid
Use of Zoom, WebEx or Virtual Mtg Account	Yes	No Bid
Telephone Remote Call-in Compatibility	Yes	No Bid
Transcription Services	Yes	No Bid
Presentation Timers (multiple sizes)	Yes	No Bid

Proposer should include Hourly Rates for Labor.

Labor Pricing

Proposer shall provide hourly labor rate(s) for all Employees (various titles) Include overtime, multiple event overtime, and holiday overtime hourly rates (if applicable)

Proposer should include pickup/delivery charges (if applicable).

Miscellaneous Charges

Proposer shall indicate if there is a Pickup/ Delivery and/or Trip Charge for events. Pricing (if applicable) for same day events versus multi-day events.

Expedited Scheduling Fee	Yes	No Bid
Cancelation/Re-scheduling Fee	Yes	No Bid

Proposer may submit additional value-add equipment and services if not listed above.

Additional Equipment/ Services

Proposer should also include any add-on equipment or services which their company can provide in relation to these services (if not listed above). Please include this as additional price pages in your RFP submission. i.e., Editing, transcription services, etc.

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Authorized Signature:
Print Name:
Title:

Proposer agrees to accept the VISA Procurement card for payment. Circle one: YES OR NO

Exhibit A- Photos and Videos

Cypress Room Video 1
https://www.davie-fl.gov/CivicMedia?VID=532

Cypress Room Video 2
https://www.davie-fl.gov/CivicMedia?VID=531

Palm Room Video 1
https://www.davie-fl.gov/CivicMedia?VID=533

Palm Room Video 2
https://www.davie-fl.gov/CivicMedia?VID=534

Sample Town Council Meeting Video (from December 4, 2019)
https://www.davie-fl.gov/CivicMedia?VID=535

Cypress Room (View from Stage)




EXIT
EXIT
TOWN OF DAVIE
FLORIDA


EXIT
EXIT

Cypress Room (View of Stage)





Palm Room









Exhibit B- Sample Council Meeting Details

Meeting Time and Length

A typical CRA Meeting is held on the first Wednesday of the month. On occasion, the meeting is rescheduled to the third Wednesday of the month. The meeting is held from 6 to 6:15 p.m. A typical Town Council Meeting is held the first and third Wednesday of the month from 6:30 to 8:15 p.m.

Before Meeting

For Town Council or CRA Meetings, the vendor can set up the day of the meeting. All equipment setups must be completed prior to the first meeting taking place (approximately 1 hour in advance).

An equipment dry run before the meeting including complete audio and visuals to be conducted no later than 1 hour the day of the event (prior to the start of the event).

Cypress Room – Main Room

- 11 desk microphones (Council and Administrators)
    - Microphones must be able to be muted by the speaker.
- 1 microphone for the podium
- 1 microphone to be placed off to the side (preferably wireless).
    - Microphone must have a stand (will be used for those who for one reason or the other is unable to wear a mask)
- 2 speakers on stage
- 2 speakers in the audience (one on either side of the room)
- Microphone control unit
- Audio mixer/Dan Dugan System (some companies use this)
- 50” monitor on stand with wheels
- 1 certified audio engineer during the meeting
- 2 or three engineers for setup (dependent on what you determine is best to get the equipment setup timely)
- Windscreens (optional)
- Gaffer’s tape
- Presentation visual from this room to the overflow room simultaneously

Palm Room – Overflow Room

- Speakers with Stands - 2 speakers for overflow room (room may only need 1)
- Laptop
- Projection screen

After Meeting

- Breakdown equipment
- Provide Town with the audio recording file after the meeting.

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
√		Completed and Signed Proposal Form
√		Acknowledgement of Addenda (if any)
√		Local Preference Form (if applicable)
√		Client Reference Form
√		Bidder/Proposer Questionnaire
√		Lobbying Interest Form
√		Vendor Registration Form
√		Licenses and/or Certifications (if applicable)
√		Proof of Insurance
√		Business Tax Receipt [Occupational License(s)]
√		State of FL Sunbiz *OR* State Registration (if not required to have State of FL Sunbiz)
√		W9

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

SECTION7.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE
(Davie Code of Ordinances Sec. 2-329)

****Complete the boxes below as applicable:****

1. ___ My Business is located within the **Town of Davie**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: ***SHALL NOT BE A P.O. BOX OR RESIDENCE***
Phone Number:
Email Address:
Has the business name changed since it was opened in Davie? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Town of Davie:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

2. ___ My Business is located within **Broward County**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: ***SHALL NOT BE A P.O. BOX OR RESIDENCE***
Phone Number:
Email Address:
Has the business name changed since it was opened in Broward County? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Broward County:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

____ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

_____

2) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

_____

3) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

_____

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

1. How many years has your firm been in business under its present business name?: _____

2. Under what other former name(s) has your firm operated?: _____

_____

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **No** **Yes** If yes, please explain: _____

_____

_____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **No** **Yes**

If yes, please explain: _____

_____

_____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

_____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

_____

LOBBYING INTEREST FORM

Please selection one option:

_____ My company is not interested in lobbying either staff or elected officials on any subject associated with this solicitation.

_____ My company is interested in lobbying either staff or elected officials on matters associated with this solicitation.

Authorized Signatory: _____ Print Name: _____

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐ Updating Application ☐

Vendor Name:
(Business Name Registered With The State OR Full Name If An Individual)

_____

Mailing Address:

_____

_____

_____

Remit to Address
(If Different from Mailing Address):

_____

Contact Name:

_____

Telephone: Federal Tax ID Number:

_____ _____

Fax Number: Company Email Address:

_____ _____

Business Website (If Applicable):

_____

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name	Contact Information
_____	_____
_____	_____
_____	_____

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Products & Services

In the space provided below please indicate any product or services that your firm provides

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership %

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address

3. The officers of the Corporation are as follows:

	Name	Address
President:	_____	_____
Vice President:	_____	_____
Secretary:	_____	_____
Treasurer:	_____	_____
Registered Agent:	_____	_____

TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

_____ does not:
Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

Affirm: ☐

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters
TO BE COMPLETED BY PROSPECTIVE VENDOR

A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town of other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm: ☐

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.
(Please select one option)

☐ YES ☐ NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:	Relationship:
_____	_____
_____	_____
_____	_____

_____

_____

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed

Authorized Signature Date

Additional Information

Certain forms are required in order for this vendor registration form to be processed. These forms are listed below.

- W-9 Form
- Business Tax Receipt [Occupational License(s)]

These forms must be received together with this registration form.

Note:

You may either email this registration form along with attachments to:

purchasing@davie-fl.gov

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

REASON FOR "NO BID"

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to purchasing@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

   Circle all that apply from below list: ____

   a. We do not offer these services or equivalent.
   b. Insufficient time to respond to the solicitation.
   c. Our project schedule would not permit us to perform.
   d. Unable to meet requirements.
   e. Other:

   _____
   _____
   _____

2. Additional remarks:

   _____
   _____
   _____
   _____
   _____
   _____

SAMPLE AGREEMENT ONLY

AGREEMENT No. _____
BETWEEN THE TOWN OF DAVIE
AND
FIRM'S NAME

THIS AGREEMENT is made and entered into as of this _____ day of _____, **2021** by and between **Firm Name Here** a corporation organized and existing under the laws of the **State of _____,** with offices at **Complete Address Here** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals/Qualifications ("RFP")/("RFQ") No. _____ Complete Title Here.** which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated type their proposal date here, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. The Town agrees to abide by and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. Contractor shall deliver materials and/or provide services in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The Town agrees to make payment in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit “A” and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit “B”.

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in Agreement No. _____ unless Contractor is otherwise notified by the Town [or enter specific initial term and renewal terms here]. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit “A” or Exhibit “B” in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney’s fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this_____ day of _____, 2021.

SAMPLE AGREEMENT ONLY

Registering for DemandStar

DEMANDSTAR
Building Communities.

We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

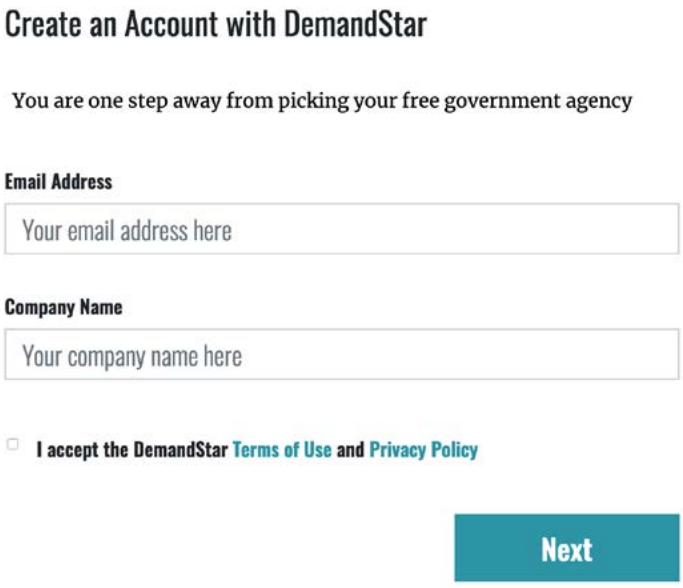
DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:
https://www.demandstar.com/registration



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206.940.0305

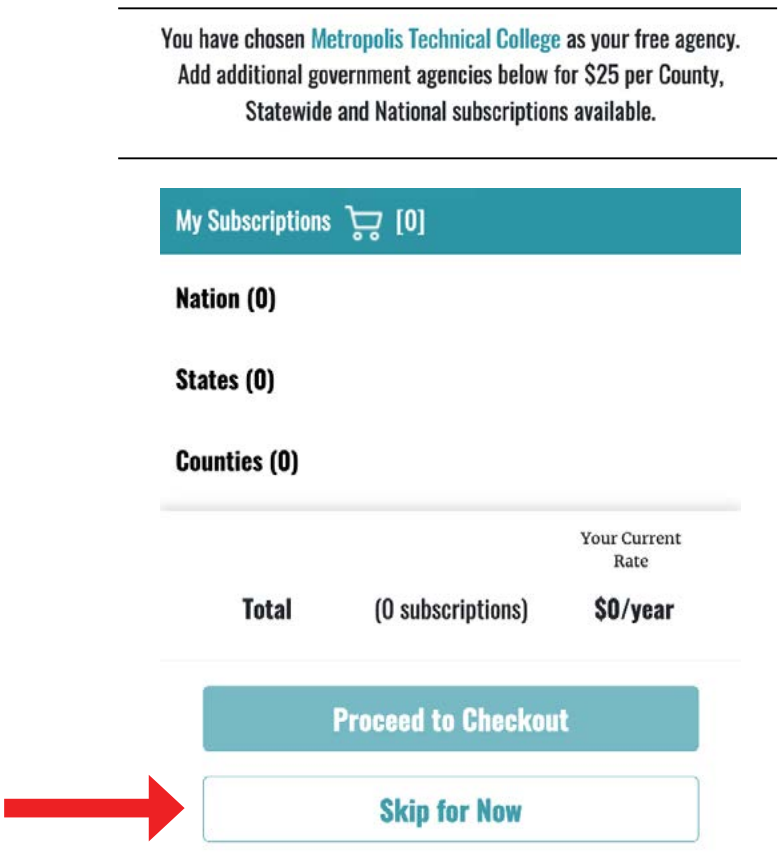
2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box



3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States



SIGN UP

Visit www.demandstar.com

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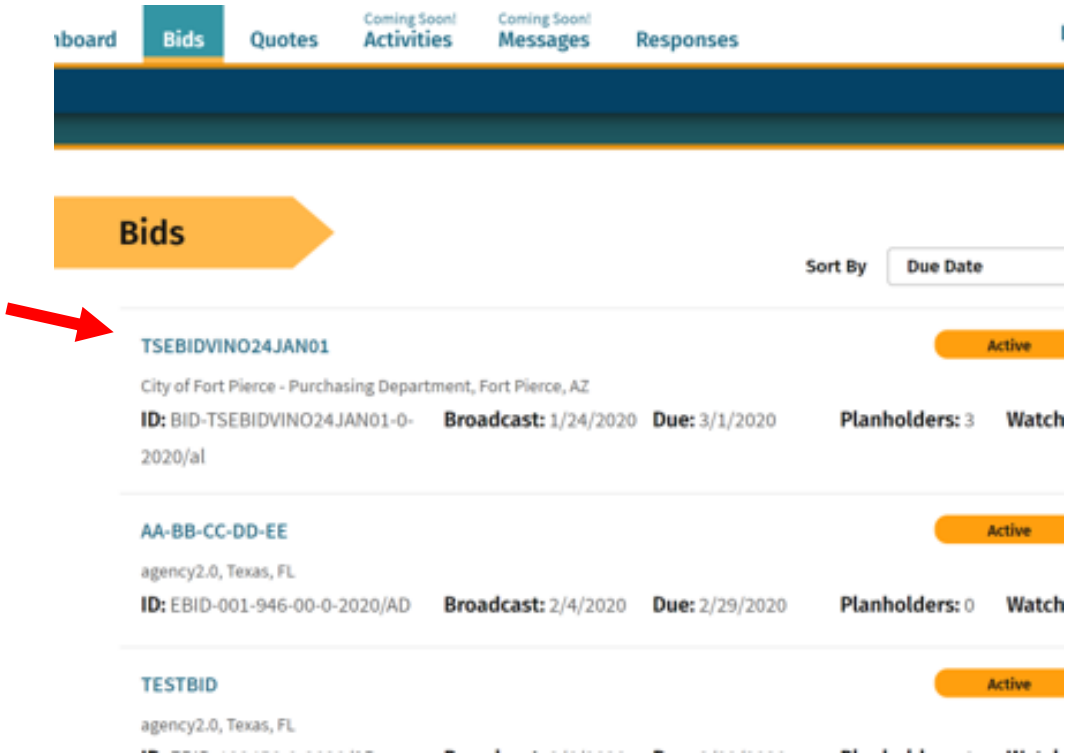
Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

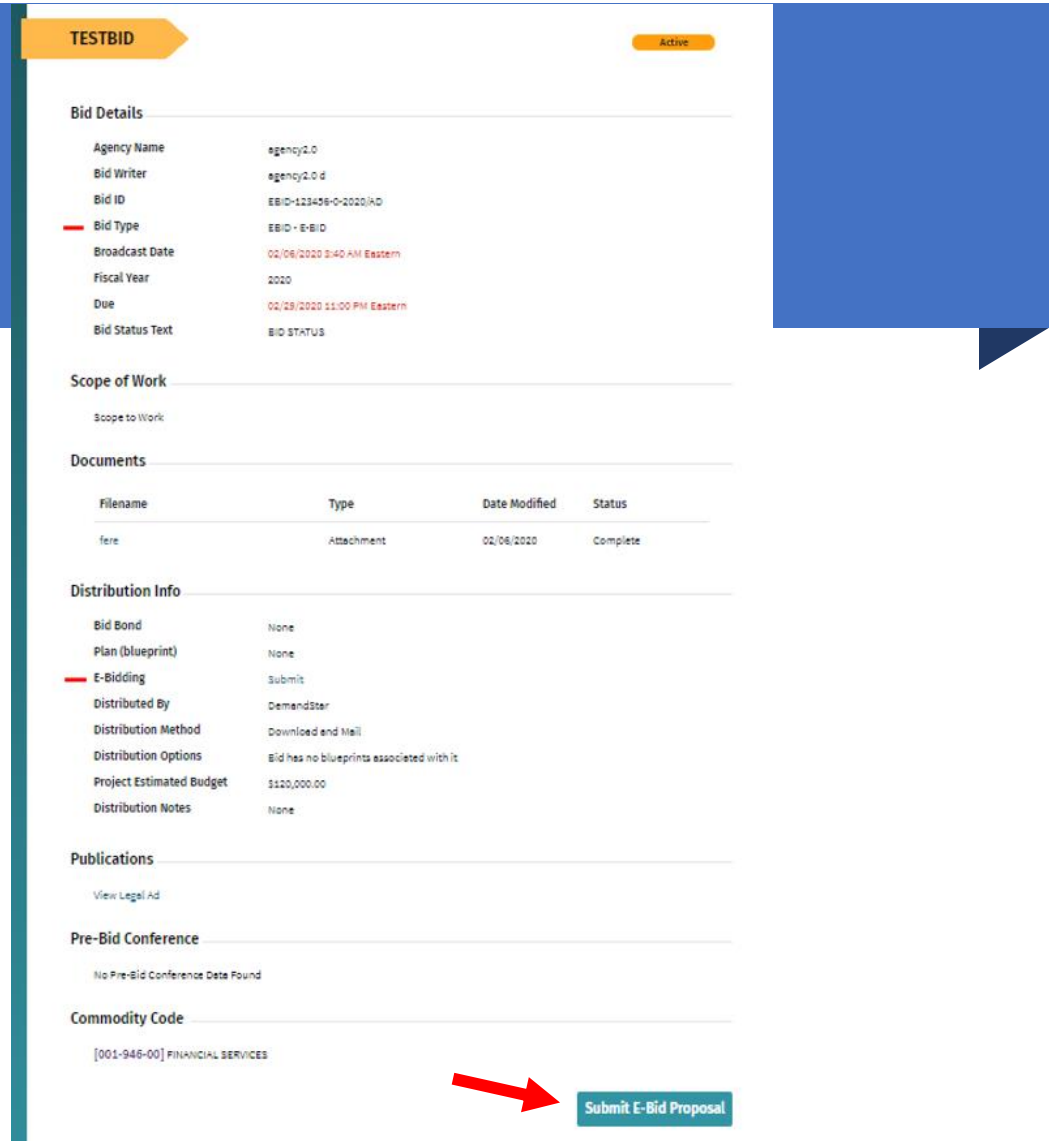
- Click on the solicitation name



Step 2

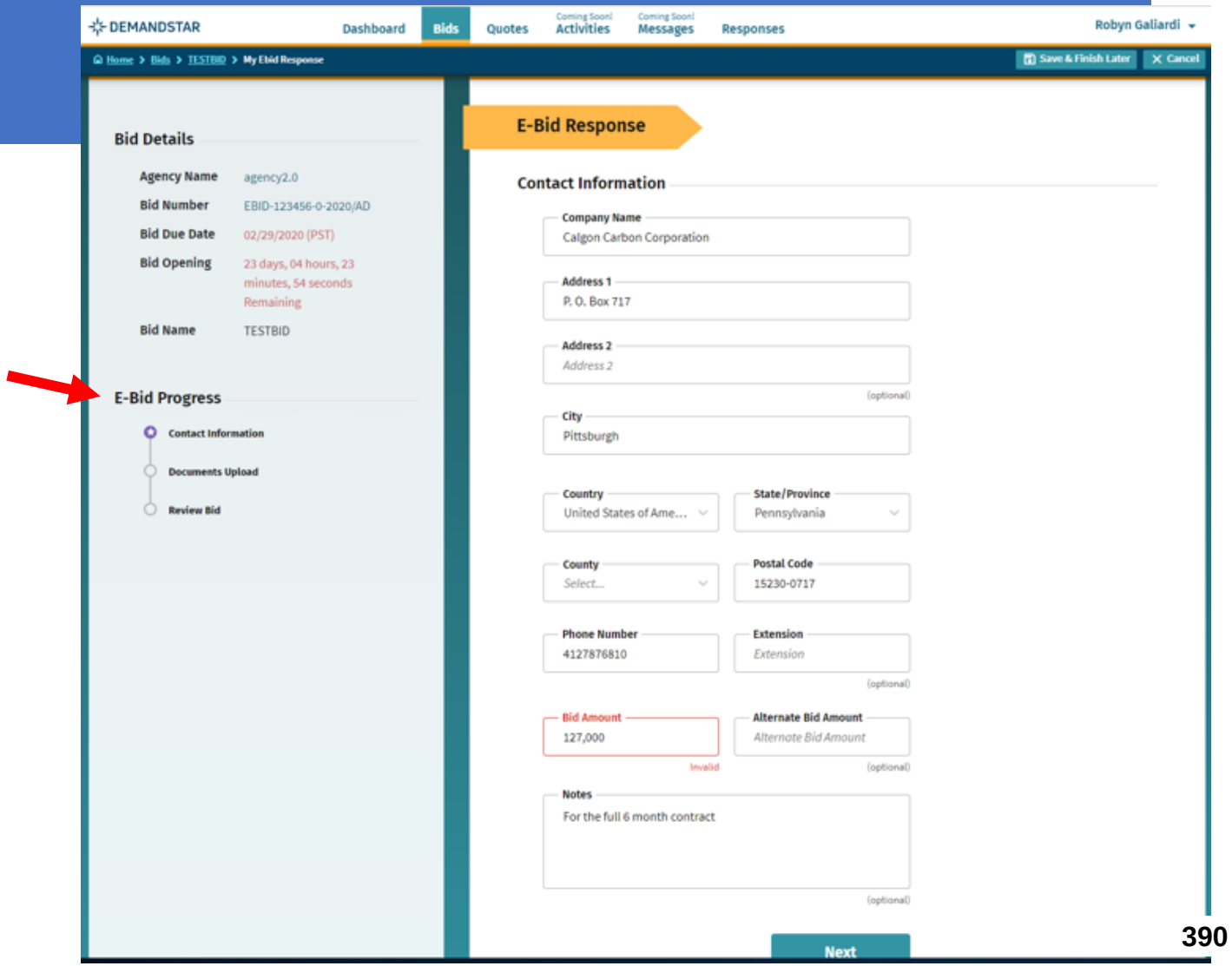
Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”



Step 3

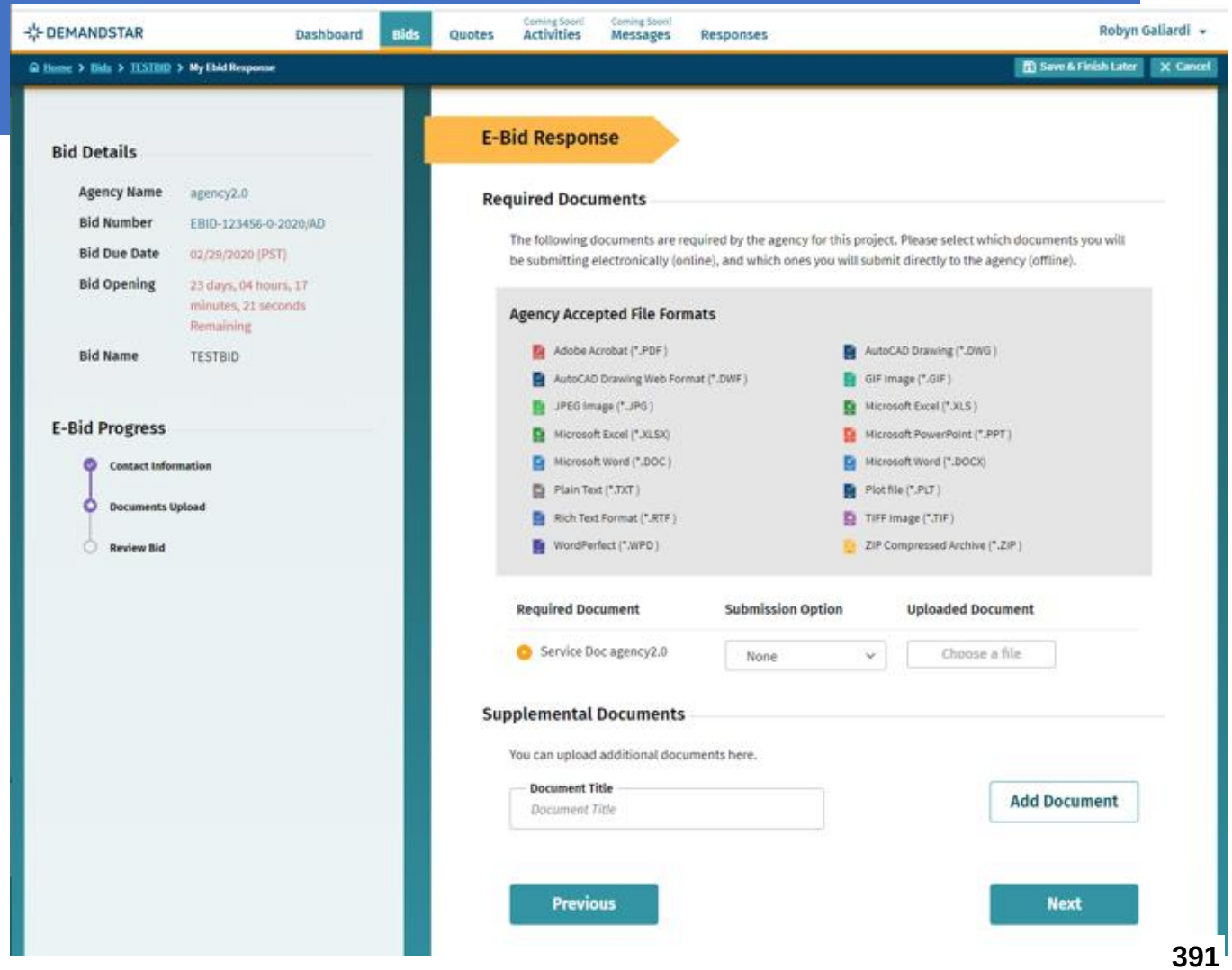
Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”



Step 4

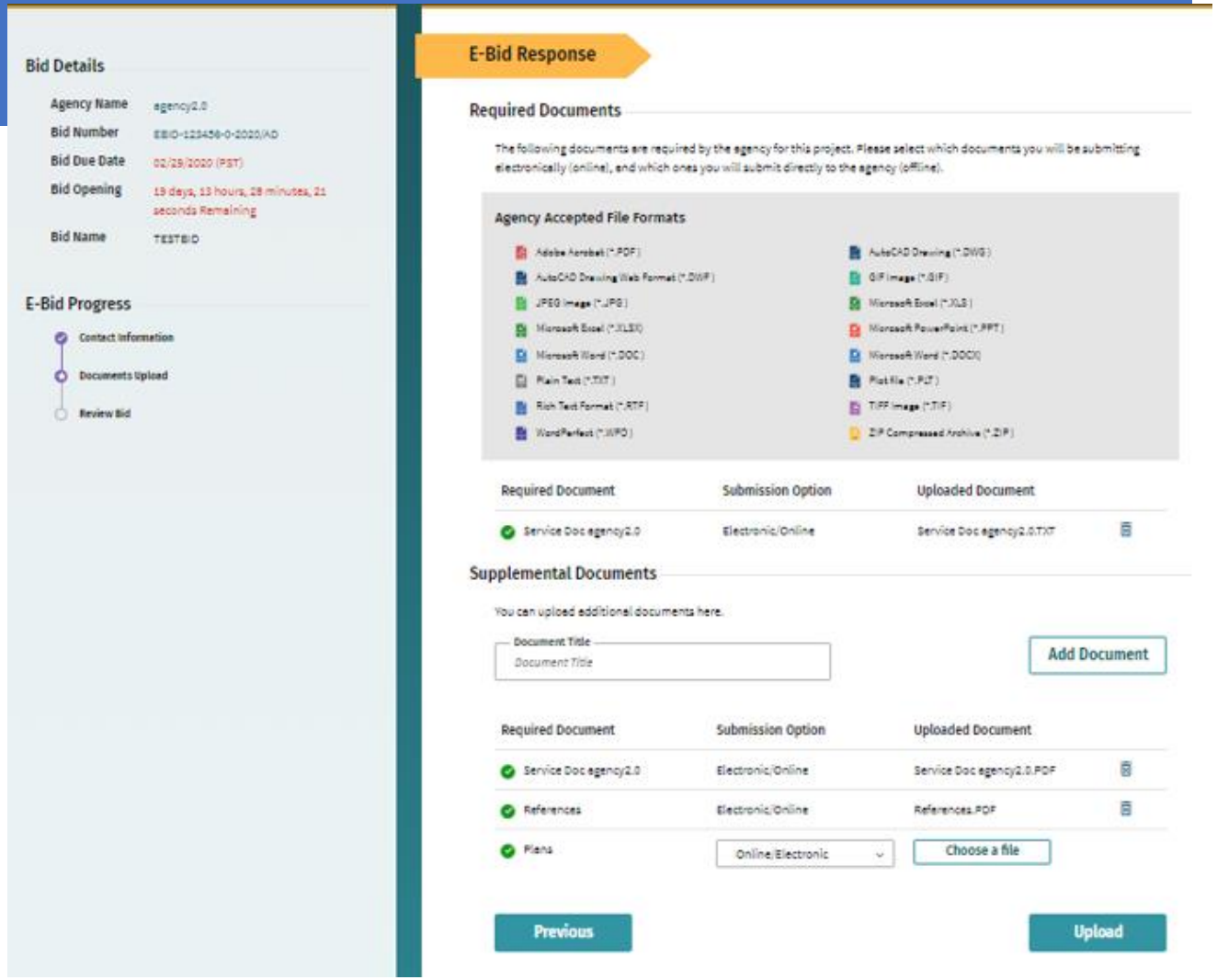
After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to uploaded separately.

TIP:
There is a place for you to add “Supplemental”, i.e. non-required, documents.



Step 4 continued

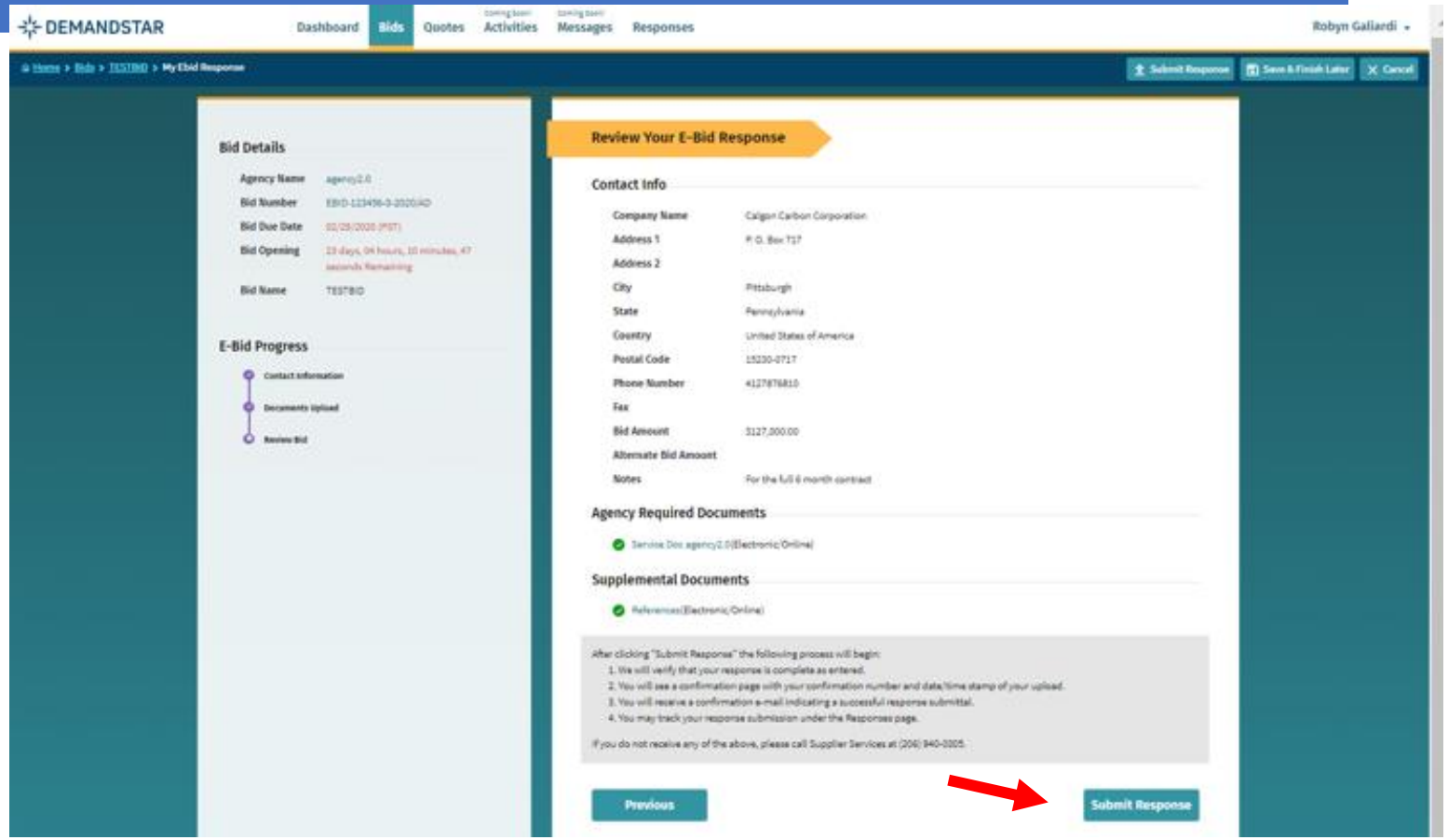
TIP:
There is a place for you to add “Supplemental”, i.e. non-required, documents.



Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.



Conference Call/Online Meeting Instructions

Webex Event Instructions Link:
https://help.webex.com/en-us/kwmj5eb/Join-a-Cisco-Webex-Event#id_17240

WebEx Meeting Instructions Links
(Click appropriate link for instructions)

Desktop: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134856

Mobile: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135069

Web: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135013

Phone Only: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134853

VENDOR REQUIREMENTS GUIDE

The purpose of this section is to assist you with certain requirements when doing business with the Town. The below listed key points have been developed to assist you in providing necessary information that will result in a smoother procurement and contracting process. This will expedite the ordering process and help to ensure your payments are made in a timely fashion.

When Providing A Quote Related To A Contract, Please Do The Following

a. You must reference the contract number that is being utilized to develop the quote.
b. You must remove any extraneous terms and conditions that are not related to the referenced contract on your quote.
c. Remove any request for an authorized signature on the quote. A purchase order can be provided.
d. If you are quoting prices based on a cost-plus contract, please show your Cost + % of Markup = Total Cost. This will help us verify that your pricing complies with the contract. We ask that you provide evidence of your cost (supplier invoice/receipt) using this model.
e. If you are quoting prices based on a discount off list, please show List Price +% Discount = Total Cost. This will help us verify that your pricing complies with the contract and will provide evidence of the list price as well.
f. If your quoted prices are based on a unit price contract, please ensure the pricing matches the contract.
g. If permits are applicable, please be sure to include those costs on your quote.
h. Please verify if freight is allowed, or not, before submitting your quote.
i. Is installation applicable to the contract, or not? If not, please be sure to notate.
j. When awarded a contract by the Town or the Town chooses to piggyback a contract, please inform all sales and accounting teams that the Town will be utilizing said contract.
k. Please ensure all pricing is loaded into your information system.

All Invoices To The Town MUST Include The Following Information Or It WILL Be Rejected.

a. Must include a PO# when a purchase order has been provided.
b. Must include a non-repetitive invoice number.
c. Must show contract pricing, if applicable to a contract.
d. No freight charges shall be included unless the contract provides for freight terms.
e. All invoices shall be sent to the ordering department or division. This will help to expedite your payment process. Some departments have set up e-mail addresses to which invoices should be submitted. It is advisable to request such email address when speaking to the department you are doing business with.
f. The Town's policy is to pay within 30 days; however, Florida Law is net 45 days from the receipt of a **proper** invoice.
g. The Town is a Tax-Exempt entity therefore all sales tax shall be excluded.
h. The Town will pay either by Purchasing Card (credit card) or Purchase Order/Invoice. The Town will not pay any convenience fees for Purchasing Card transactions. If it is your policy to charge transaction fees, you must request a PO before an order is placed.

Packages And Deliveries

All packages must include the "ship to" address and contact information of the person who placed the order on the outside of the package. Without this information, the Town may be unable to verify delivery.

Vendor Self Service

If you are already registered as a vendor with the Town click below to visit the Vendor Self Service Portal to check information on 1099 History, Payments, Purchase Orders and Invoices that the Town has on file.



TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR AUDIO VISUAL SERVICES (Piggyback Competitive Award)

This Agreement is made this ____day of March, 2022 (the "Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and Full Moon Creative, LLC (the "Contractor"), a Florida limited liability company.

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with Contractor (this "Agreement") for the provision of audio visual services (the "Services"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the Contractor and the Town of Davie, pursuant to the Town of Davie Request for Proposals No. JA-21-50 for Audio Visual Services and resulting contract dated July 28, 2021, attached hereto and incorporated herein as Exhibit "A" (the "Davie Contract"); and

WHEREAS, the Town Procurement Manual authorizes the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a two-year term with three one-year optional renewal terms, unless terminated pursuant to the terms of the Davie Contract.

Section 2. Contract Terms. The Contractor agrees to provide the Town the Services as set forth in the Davie Contract, which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein. In the event of conflict between or among this Agreement and the terms and conditions of the Davie Contract, the order of priority shall be: this Agreement, and the Davie Contract.

The following additional provisions are included:

A. The "Town of Lauderdale-By-The-Sea" and "the Town" shall be deemed substituted for the "Town of Davie" with regard to any and all provisions of the Davie Contract, including by example, and not limitation, with regard to bond

requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the Davie Contract, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.

B. The Town shall compensate Contractor pursuant to the rates set forth in the Davie Contract, in an amount not to exceed $50,000.

C. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida.

D. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT tedraa@lauderdalebytheseafl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

E. Ethics

1. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

2. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

3. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

4. Compliance with Applicable Law: Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Contractor covenants that it will conduct no activity or provide any

service that is unlawful or offensive.

F. E-Verify.

Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of Contractor*'s* employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Contractor*,* Contractor may not be awarded a public contract for a period of one year after the date of termination.

Section 3. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

For Town: Town Manager
Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For Contractor: Dwight Moon
Full Moon Creative, LLC
10001 NW 50th Street, Suite 202
Sunrise, FL 33351

Section 4. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 5. Waiver of Jury Trial. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement or arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

_____

Linda Connors, Town Manager

Date:_____

FULL MOON CREATIVE, LLC

_____

Date:_____

Attest: _____
Neysa Herrera, Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Agenda Item No: 17.f

Town Commission Agenda Item Report

Meeting Date: March 22, 2022
Submitted by: Lucila Lang, Director of Finance and Budget
Submitting Department: Finance Department
Item Type: Resolutions
Agenda Section: RESOLUTIONS-PUBLIC COMMENTS

Subject Title:
RESOLUTION 2022-13. A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE SUBMISSION OF A GRANT APPLICATION FOR FUNDS AVAILABLE THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANTS PROGRAM THROUGH BROWARD COUNTY FOR THE FISCAL YEAR 2022/2023; AUTHORIZING EXECUTION OF A GRANT AGREEMENT, IF AWARDED; AND PROVIDING AN EFFECTIVE DATE (**Exhibit 1**)

Explanation: Staff is requesting Commission approval of this resolution authorizing and directing the submission of an application (**Exhibit 2**) to Broward County for the 48th Year CDBG funds in the amount of $19,801 (the "Application") which is the amount Broward County has notified us that we are eligible to receive. The amount of the grant the Town receives is related to how much the County receives from the Federal Government.

As part of the application package, the Town is required to submit a resolution identifying the name and title of the official who is authorized to sign the grant application on behalf of the Town. Resolution 2022-XX grants the Town Manager the authority to sign and submit the Town's application to Broward County for the 48th Year CDBG funds for the Community Center Programs. The Resolution also authorizes execution of a grant agreement if the grant is awarded.

Recommendation:
Adopt Resolution 2022-13, authorizing and directing submission of the Application and authorizing the Town Manager to execute the grant agreement, if awarded.

Attachments:

- **Exhibit 1**-Resolution 2022-13
- **Exhibit 2**-CDBG 48th Year Application

RESOLUTION 2022-13

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE SUBMISSION OF A GRANT APPLICATION FOR FUNDS AVAILABLE THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANTS PROGRAM THROUGH BROWARD COUNTY FOR THE FISCAL YEAR 2022/2023; AUTHORIZING EXECUTION OF A GRANT AGREEMENT, IF AWARDED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea finds it desirable to apply for grant monies through the Broward County Community Development Block Grant ("CDBG") Program for Fiscal Year 2022/2023 (the "Application"); and

WHEREAS, the dollar amount of the grant being sought is $30,000 (the "Grant"), which shall be utilized to partially fund the Town's senior center activities; and

WHEREAS, said grant will enable the Town to continue its effort to improve the senior center activities for the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:

Section 1. Each "WHEREAS" clause set forth is true and correct and herein incorporated by this reference.

Section 2. The submission of the Application for the Grant available through the Broward County CDBG Program in the amount of $30,000, to partially fund the Town's senior center activities, is hereby authorized. The Town Manager, Linda Connors, is authorized and directed to execute, on behalf of the Town, the necessary documents for the submission of the Application.

Section 3. If the Grant is awarded, the Town Commission hereby authorizes the appropriate Town officials to execute a Grant agreement with Broward County, subject to the terms of the Grant agreement being acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. The appropriate Town officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 22nd day of March, 2022.

_____
Mayor Chris Vincent

Attest:

_____
Neysa Herrera, Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan Trevarthen, Town Attorney

(CORPORATE SEAL)

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
URBAN COUNTY MUNICIPALITIES CDBG APPLICATION

Complete the following sections. **Submit one form for each project.** Attach additional pages as needed.
Applications must be single sided; double sided applications will be returned

DEADLINE: ON OR BEFORE NOON, FRIDAY, March 25, 2022

COMMUNITY DEVELOPMENT GRANT PROJECT SUMMARY

Category	Budget
Cash	
In-Kind	50,134
Other Grants	
CDBG	30,000
TOTAL	80,134

PROGRAM ACTIVITIES: Select only one category per application		NATIONAL OBJECTIVE Select only one category per application	
Public Service (15% Cap)	(x)	Limited Clientele	( )
Capital Improvement	( )	Limited Clientele	( )
Capital Improvement	( )	Area Benefit	( )
Housing	( )	Low/Mod Housing (LMH)	( )
Capital Improvement	( )	Area Benefit	( )
Economic Development	( )	Low/Mod Jobs (LMJ)	( )

Continuing Project: Yes (x)
New Project: Yes ( )

DUNS NUMBER:

Applicant completes the following items.

1. **Applicant Organization Name:** Town of Lauderdale-By-The-Sea

   Address: 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308

   Telephone #: (954) 640-4200 **FAX #:** (954)640-42336

2. **Contact Person:** Lucila Lang
   Title: Finance Director
   Street Address: 4501 N. Ocean Drive, Lauderdale-By-The-Sea

   E-MAIL Address: lucila@lbts-fl.gov
   Telephone #: (954) 640-4206 **FAX #:** (954)640-4236

3. **Project Name:** Senior Center Activities & Operation

4. **CDBG Funds Requested ($15,000 Minimum Request): $**30,000

5. General Provisions:

- Broward County reserves the right to reallocate funds from Municipalities with unexpended funds from multiple fiscal years.
- Current municipalities with a substantial amount of unobligated* funds remaining, (a **total** of (30) percent or more of the FY 2020 award plus prior awards), as of March 2022, without adequate justification, may not be considered for funding, or may receive a reduced award amount in FY 2022.
- Once a project is submitted it cannot be substantially changed without documentation and approval by Broward County Housing Finance and Community Redevelopment Division. The submission of documentation alone does not guarantee approval.
- Projects must be feasible and comply with one of the HUD required National Objectives, please refer to 24 CFR 208. Unless previously discussed with staff, all projects should be designed to primarily benefit low to moderate income residents.
- Projects should be near shovel ready or bid process status at time of application submittal, design and/or specifications should be completed by agreement execution (approximately 6 months after application submittal).
- Applications requesting funding for designs/studies, as per 24 CFR 570.201, do not meet a National Objective. They qualify only if done in conjunction with a(n) infrastructure/capital project. Subsequently, once design is complete, the infrastructure/capital project must be completed within 12 to 24 months.
- Multi-funded projects must have non-CDBG funding secured before application submittal. All funding sources must be reflected in the Budget.
- Projects requiring maps, Census data (must include Year), construction plans, etc. must be included with the application. The most recent Census data can be found at https://bcgis.maps.arcgis.com/apps/webappviewer/index.html?id=3e0d01ef6a76421bbee7ab43d150997d
- If the project involves Housing Rehabilitation or Purchase Assistance, the City must follow the County's housing policies and lender guidelines.
- The Citizen Participation section is not optional, all cities must abide by the County's Citizen Participation plan which requires advertising to notify the public of a required Public Hearing to include discussion of the application. All backup, including proof of advertisement and any minutes from the public hearing must be attached to this application.
- Public Service projects should include but not be limited to recreation programs, education programs, public safety services, etc. Please keep in mind, entertainment is **not** eligible. For questions, please contact HFCRD.
- The County has the right to refuse or reject any/all projects.

- All information included above **must be submitted on or before noon (12 p.m.), Friday, March 25, 2021**, Broward County Housing Finance and Community Redevelopment Division will not ensure approval of non or late submittals.

Signature:_____ Date:_____

By signing, you are stating that you have read and understood these provisions and agree to the County's authority to enforce them.

*Unobligated meaning not under agreement/contract (For example must be under contract and construction commenced in a capital/infrastructure project, or homeowner agreement executed with contractor for rehabilitation, etc.).

6. Project Goals: Provide specific project goals and quantifiable objectives. Quantifiable objectives should specifically state who, what, where and how many. The scope of services must include activities involved in implementing the project. Project continuation and maintenance relates to the whether or not this will be an ongoing activity after funding ends.

a. Project Goals and Quantifiable Objectives:

Please note that HUD requires CDBG funds must benefit low/moderate income persons. Only pick one of the four objectives listed below. Describe how goals and objectives will either:

1). benefit low-income persons
2). provide an area benefit:
3). eliminate or prevent slums and blighted conditions, or
4). impact a problem or need of particular urgency.

The goal of the Senior Center is to provide services and activities that will allow seniors to continue to maintain a physically active and social lifestyle based on their personal interests and abilities. The goal of targeted programs will be to reduce medical and emotional problems that can result from inactivity (lonesomeness and remoteness). Efforts will be made to promote awareness of existing services for seniors and to assist them in obtaining needed services available through county, state and federal programs. Additionally, an objective of the Senior Center will be to develop programs and services that utilize the talents and past experiences of senior participants who are willing to volunteer their time for the benefits of their neighborhood.

b. Detailed Scope of Services: The scope of services should explain exactly what will be accomplished with the funds requested. (for example: square feet, linear feet, unduplicated persons, etc.)

The funds will be used to address the recreational, social and educational needs of the residents of the Town Of Lauderdale-By-The-Sea. These activities include computer, yoga, bridge, dancing, chess,ping pong, water color classes and meditation sessions.

c. Project Continuation and Maintenance: Indicate what organization is responsible for maintenance of the project after completion. (Attach letters or verification).

The Community Center is currently in its eighteenth year of operation. The Town provides space and overhead operational costs consisting of utilities and insurance for the Community Center. Also equipment, supplies, and mailing cost for the distribution of the monthly activity calendar

d. Program Design: How do you plan to achieve the goals identified above? Please be clear and specific. Please attach separately, if necessary.

Required for housing or public service activities.

For housing activities/projects, please provide details to include the types of assistance provided, affordability period, recapture terms etc. These terms and provisions must be consistent with Broward County's Consolidated/Action Plan and Broward County HFCRD's Policies and Procedures.

See attached Program Design

7. Applicant's Management Capability: Briefly describe the capacity of your municipality to undertake the proposed project. Discuss prior experience in the administration of Federal funds and list existing funding agreements.

N/A

a. Experience - Discuss experience in the administration of Federal funds and general management capacity, include other Broward County funded programs and provide a list of CDBG Projects below

The Town of Lauderdale-By-The-Sea has been successfully managing this grant program for several years.

b. Does the municipality intend to utilize an outside vendor/contractor to provide the direct service delivery for any of the activities listed?

Yes

If yes, please provide a detailed method of the procurement method used. **Attach Procurement Policy**

Arguably, the suggested method of procurement encourages effective competition to obtain goods/services with an emphasis on the value for money. The procurement method used includes:

1. Advertise locally
2. Have unbiased and coherent technical specifications
3. Have objective evaluation measures
4. Be open to all qualified bidders
5. Be granted to the least cost provider sans contract negotiations.

The Town of Lauderdale-By-The-Sea contracts out Bien-Aime, Inc. to administer the program.

c. Monitoring – How does the municipality ensure compliance with regulatory and statutory requirements? And third-party vendors/contractors?

Records of Applicant registration forms, sign-in records, and Program Activities Schedules.

Schedules are maintained by Bien-Aime, Inc., and copies are periodically provided to Town staff and the Housing Finance and Community Redevelopment Division of the Broward County Department of Environmental Protection and Growth Management.

d. Non – housing activities – How does the municipality ensure compliance with scope of work, budgetary items, procurement, programmatic compliance etc.?

Town of Lauderdale-By-The-Sea will fund a portion of the costs for contractual services to implement the day-to-day operations of the senior center activities and operations. TOWN, or its Subcontractor, shall measure the participation of seniors and volunteers in the Project, schedule classes and activities, record registration information, record participation in activities, create volunteer opportunities, and recruit and identify participants.

e. Housing activities: How does the municipality track the properties, beneficiary data, HQS/Property Standards (if applicable) and ensure compliance with affordability restrictions?

N/A

Please provide monitoring process and include monitoring policy/procedures (Attachment A)

To register, applicants are required to be town residents and 62 years of age or older to participate under the Community Development Block Grant. Applicant must provide proper identification to register.

Applicants are required to sign-in for each activity attended. Activity attendances and Scheduled Program Activities are kept and shared by the Town of Lauderdale-By-The-Sea, Bien-Aime, Inc. and Broward County under the Community Development Block Grant. The noted documentations are used to complete monthly progress reports and at time of program auditing.

f. Provide a list of current CDBG projects, including the most recent 3 years, funding amount, current status, extensions needed, etc. **If you have CDBG funds available prior to 2018, you must add the additional years and status as an additional attachment.**

2021 Project

Project Name	Senior Center Activities & Operation	**Initial Funding Amount**	19,233.00
Contract Period	10/01/2020-09/30/2021	**Number of Extensions Needed and Dates**	0

Current Status of Program Including Completion Date	Completed 09/30/2021	**Current Balance of Program Funds**	0

2020 Project

Project Name	Senior Center Activities & Operation	**Initial Funding Amount**	18,507.00
Contract Period	10/01/2019-09/30/2020	**Number of Extensions Needed and Dates**	0
Current Status of Program Including Completion Date	Completed 09/30/2020	**Current Balance of Program Funds**	0

2019 Project

Project Name	Senior Center Activities & Opertion	**Initial Funding Amount**	18,556.0
Contract Period	10/01/2018-09/30/2019	**Number of Extensions Needed and Dates**	0
Current Status of Program Including Completion Date	Completed 09/30/2019	**Current Balance of Program Funds**	0

* Due to CDBG timeliness requirements, municipalities with large balances and/or funds prior to FY 2019 man not be funded.

8. Description: Describe the outcome(s) of the project. Description is to include timeframe for start-up and completion, street location of the service and census tract(s)(Including Year). Describe the service area.

N/A

a. Project Description: Capital improvements should state anticipated linear feet of project or number and description of public facilities. **Projects should be near shovel ready or bid process status at time of application submittal, design and/or specifications should be completed by agreement execution (approximately 6 months after application submittal). All design plans should be completed by Agreement**

execution. Public service projects should specifically state number of clients per year. Housing development or rehabilitation should state number of housing units. Economic development projects should state number of businesses to be assisted, jobs created and describe loans available. Both Rehabilitation and New Housing Construction should comply with Energy Star Requirements.

The service area for the project is the Town Of Lauderdale By The Sea. According to the 2021 Broward County Block Group Census, 51% of the residents of Lauderdale-By-The-Sea are low & moderate income.Last fiscal year (20/21) the community center registered approximately 58 persons that participated in 720 activities. The Community center scheduled approximately 265 class activities. An average of 20 volunteers provided approximately 1,017.45 hours of their own time for the benefits of their neighbors.

b. Time Frame: What is the time frame for start-up and completion after notification of funding award? Indicate what funding commitment is required to provide for timely project start-up.

The program will begin October 1, 2022. Start-up costs are not necessary as this program will be in its eighteenth year. Any funds necessary will be provided by the Town of Lauderdale-By-The-Sea as part of the cash contribution.

c. *Street address / Location: Attach map identifying both census tracts (including year of data) and project location. Also provide a street address or a description of the location when site acquisition is involved. Provide current **Phase 1 – Environmental Assessment and NEPA Environmental Assessment Checklist** for Capital, New Construction and Economic Development activities that were done within 6 months of application for funding.

N/A

d. **Census Tract(s) and Block Groups: Consult census maps for the census tract location of this project. **Area benefit projects must serve 51% low- to very low-income persons.**

N/A

*Applications without the above referenced attachments **will not be accepted.**

**Provide backup material used to determine eligibility, including year of census data.

9. Proposed activities located in a Community Redevelopment Area (CRA), must provide a current copy of the area's Redevelopment Plan and map in order to be considered eligible under a HUD Slum/Blight designation. The following information must be provided at the time of application:

a. Percentage of Deteriorated buildings
b. Year area designated Slum/Blight
c. Description of Slum/Blight area

N/A

10. Budget Table Instructions: Complete the following Budget Table and provide the requested information on the matching share of resources committed to the project. Please include program funding and in-kind matches from **all** sources.

a. Budget Table: For each expenditure category, (Personnel, Benefits, Travel, Equipment, Supplies, etc) enter the proposed amount necessary for that category. Please list these amounts according to the appropriate funding source as shown in the shaded area.

*** Please keep in mind that HUD regulations, 2 CFR 225, Appendix B, (8)(h), state that percentages should not be used to determine salaries for direct service delivery.**

Category	CDBG	Non CDBG	Non CDBG	TOTAL All Sources
*Personnel				

Category	CDBG	Non CDBG	Non CDBG	TOTAL All Sources
Benefits				
Travel				
Training				
Equipment				
Supplies				
***Contractual with outside Agencies or Vendors**	30,000	50,134		80,134
Construction (contractors, subcontractors, etc.)				
****Other**				
Totals	30,000	50,134		80,134

* Only available for direct service delivery.
** Category must be explained with detail in the budget narrative.

11. Budget Narrative Instructions: The budget narrative statement should provide a detailed explanation and justification for each cost category shown in the Budget Table on page 5. The budget narrative should identify non-CDBG resources (leveraging) to be utilized in financing the project, including mortgages or construction financing for the project. Also, specify the costs for which CDBG funding is being requested and the costs to be covered by non-CDBG resources. Additional pages can be added, if necessary.

The projected budget for 2022-2023 will include $ 30,000.00 from the CDBG funds for the contractual services provided to the Town's Senior Center. These services will be provided by a not-for-profit agency. The Town will be responsible for any amount over $50,134.00 for contractual services and operating expenses of the Senior Center. Currently, the projected amount the Town will be providing as a cash contribution is $50,134.00.

12. Describe and calculate Leveraging: Describe and attach supporting documentation including letter(s) of commitment, resolutions, minutes of meetings, etc., showing specific resources the applicant will commit to the project as identified in columns 2 and 3 of the Budget Table on page 6. Include and identify in-kind contributions, sweat equity and other resources.

See attached resolution

a. Provide documentation as an attachment and summarize below.

1. For economic development projects, the value of the jobs produced in the previous year can be used as leverage. Documentation must be provided showing name of business, job title and salary.

N/A

2. For housing development projects, anticipated mortgage financing will be considered as in-kind contribution.

N/A

b. Instructions on calculating leveraging

Leveraging will be computed by taking into account the total dollar cost of the entire project including in-kind contribution.

Percent Leveraging = Total Non-CDBG Funds $ X 100

Total CDBG $

In computing Total Cost of the project, funding from all sources for the project must be added. This includes Federal funds, State funds, contributions, private sector financing, in-kind contributions, etc.

In-Kind Contributions are non-cash items. Non-cash items are contributions to the project, e.g., labor, office space, use of equipment, etc that do not involve cash payments by the entity. However, a dollar value must be provided for in-kind contributions and that value must be added to the cost of the project. In-kind contributions must be accounted for and included in the financial audit of the funded entity.

Calculations: N/A

13. The project generally reflects adopted plans, goals, objectives and policies.

a. Project consistent with Broward County Consolidated Plan: Please indicate which one of the County's three primary priorities your project addresses

[ ] Housing

[ ] Capital

[ ] Public Service

b. Project Consistent with Local Government Plans and Zoning: Project letters from municipality or County government in which the project will occur, stating consistency with county or municipal adopted comprehensive plans. **Provide Flood Plan Map, if in flood plain.**

N/A

c. Plat Approval: Does your project require platting or a plat note amendment?

Yes [ ] Attach platting requirements and timetable for completion

No [ ] Provide Plat Name, Plat Book Number and Plat Page Number

State and Regional Policy Plans: **The Florida State Comprehensive Plan** provides long-range policy guidance for the orderly social, economic, and physical growth of the state. **The Strategic Regional Policy Plan for South Florida** specifically addresses housing and economic development.

Only applicable to development/redevelopment and economic development

d. Is project a permitted use in the zoning text regulations for the zoning district designated for the project site?

Yes [ ] Attach municipal or County verification of zoning and adopted future land use plan designation for the site.
No [ ] plan of action to achieve zoning district change.

14. Real Property and Relocation Policy: Complete this section when displacement of families or businesses is required.

a. Real property: Does the proposed project require the acquisition, subordination or leasing of real property?

Yes [ ] Provide a legal description, street address and the property owner's name. ***Consult with Broward County Housing Finance and Community Redevelopment Division staff before acquiring real property in order to follow Uniform Relocation Act (URA) Procedures.***

No [ ] No property is to be acquired

* If the proposed project is subject to subordination, the County's subordination policy must be followed.

b. Relocation: Does the proposed project necessitate the relocation of homeowners, tenants, or commercial establishments.

Yes [ ]

No [ ]

If you answered "yes" above, please outline the proposed relocation plan and show source of funds on Pages 7 and 8 for the budget table and budget narrative (Must conform to the URA).

N/A

15. Citizen Participation: Complete this section for citizen participation documentation. How did the citizens in your jurisdiction participate in the selection of this project?

Lauderdale-By-The-Sea citizens take part in many of the Community Center's programs depending on their interests. Some love the language, yoga and interior decorating programs while others enjoy the acting workshops and instructional classes about I-phones, tablets, e-mail, photography, etc. All of the center's programs are listed in Town Topics, the Town's quarterly newsletter. The center's monthly calendars are also posted on the Town's website and available in Town Hall and Jarvis Hall. The Town newsletter is distributed to all single-family homes, local businesses and also bulk-dropped at our condominiums. The Pompano Pelican and Sun-Sentinel, which cover Lauderdale-By-The-Sea, also list our upcoming community center program activities when we notify them in advance. Community programs are also listed on Channel 78, the Town's government channel, as well as the Town's event website and Facebook page. Community center events are also mentioned at our Town Commission meetings by our Mayor or Vice Mayor. A number of the

center'sprograms are also open to the entire community to enjoy, such as the annual theater production, art and special speakers who are invited to talk about different topics.

a. A copy of the resolution from the governing body giving authorization to submit proposal(s) with name and title of official designated to sign application.

b. Copies of meeting or hearing notices which verify efforts to invite citizen input (to include points of distribution) and pertinent information from the municipality reflecting inclusion of citizen input in final decisions. Documentation includes a copy of the certified proof of advertising of the public hearing held by the governing body.

c. Verification of other efforts which provide information to citizens, i.e., workshop notices, attendance records, sunshine ads, civic association meetings.

16. Certification: Please complete the certification below:

If this application is approved for funding, the organization agrees to comply with all required Federal, state and local laws and regulations. The organization confirms that it is fully capable of fulfilling the obligations as stated in this proposal and in any attachments or documents included with this application. Current municipalities with a substantial amount of unobligated* funds remaining, (a **total** of (30) percent or more of the FY 2020 award plus prior awards), as of March 2022, without adequate justification, may not be considered for funding, or may receive a reduced award amount in FY 2022.

Conflict of Interest (24 CFR 570.611; 24 CFR 85.36; and 24 CFR 84.42)
The following conflict of interest provisions are applicable to activities carried out with CDBG funding. They are located at 24 CFR 84.42 – Codes of Conduct, 85.36 – Procurement, 24 CFR 570.611(a)(1) – Conflict of Interest – Applicability and 24 CFR 570.611(a)(2) – Conflict of Interest – Conflicts prohibited. These provisions cover situations not covered by parts 84 and 85.

As a duly authorized representative of this organization, I submit this application to the Broward County Housing Finance and Community Redevelopment Division and verify that the information herein is true, accurate and complete.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S. Code Title 18, Section 1001, provides that a fine or imprisonment for a period not to exceed 5 years, or both, shall be the penalty for falsifying, concealing, or covering up by any trick, scheme, or device a material fact; making any materially false, fictitious, or fraudulent statement or representation; or making or using any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry .

Name of Organization:

Type of Organization: [ ] Municipal

_____ _____ _____
(Signature) (Title) (Date)

STATE OF _____
COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ (Name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the _____ day of _____, 20__.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced_____

_____
NOTARY PUBLIC, State of Florida

My commission expires _____.

*Unobligated meaning not under agreement/contract (For example must be under contract and construction commenced in a capital/infrastructure project, or homeowner agreement executed with contractor for rehabilitation, etc.).