



### **Town Commission**

**Pursuant to Executive Order 20-69 issued by the Governor and the Town Local Declaration of Public Emergency, a VIRTUAL Town Commission meeting will be held on Tuesday, March 31, 2020, at 6:00 p.m. and broadcast from Town Hall.**

**The March 31, 2020 Town Commission meeting will be held as a VIRTUAL MEETING with elected officials and Town staff participating through video conferencing. This virtual meeting will be broadcasted live for members of the public to view on the Town's website ([www.lbts-fl.gov](http://www.lbts-fl.gov)), Comcast Channel 78, and AT&T U-verse Channel 99.**

Members of the public may submit comments via email to [public\\_comments@lbts-fl.gov](mailto:public_comments@lbts-fl.gov). Any comments received will be provided to the Commission and included in the minutes. The deadline to submit public comment will occur when the Mayor closes public comment for the virtual meeting.

A copy of the agenda for the virtual Town Commission meeting can be accessed on the Town's website, at <https://www.lauderdalebythesea-fl.gov/341/Agendas-Video>.

Please note that Governor DeSantis' Executive Order Number 20-69 suspended the requirements of Section 286.011, Florida Statutes, the Florida Sunshine law, that a quorum be present and that a local government body meet at a specific public place. The Executive Order also allows local government bodies to utilize communications media technology, such as telephonic and video conferencing for local government body meetings.

## **VIRTUAL**

### **Regular Town Commission**

# REGULAR TOWN COMMISSION

Tuesday, March 31, 2020, 6:00 PM

VIRTUAL

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## **1. CALL TO ORDER, MAYOR CHRIS VINCENT**

## **2. PLEDGE OF ALLEGIANCE TO THE FLAG**

## **3. INVOCATION – Moment of Silence**

## **4. PUBLIC COMMENTS**

## **5. CONSENT AGENDA**

- 5.a** Purchase of a 2020 Case 621G Wheel Loader (Ken Rubach, Municipal Services Director)

[3-31-20 AM 2020 Case 621G Wheel Loader Purchase.pdf](#)

[EX1- 2020 Case 621G Quote.pdf](#)

[EX2-Sheriffs Purchasing Program.pdf](#)

## **6. NEW BUSINESS RELATED TO ELECTION RESULTS**

- 6.a** Certification of Election Results (Tedra Allen, Town Clerk)

[CoverPage - Certified Election Results.pdf](#)

[031720 Municipal Results.pdf](#)

- 6.b** Swearing In / Oath of Office (Tedra Allen, Town Clerk)

[CoverPage - Oath of Office.pdf](#)

[Oath of Office.pdf](#)

- 6.c** Commission Personal Code of Conduct

[Coverpage - code of conduct.pdf](#)

[Personal Code of Conduct for 2020-2022.pdf](#)

- 6.d** Commission Remarks

[CoverPage - Commission Remarks.pdf](#)

## **7. NEW BUSINESS**

- 7.a** COVID-19 (Coronavirus) Update

[CoverPage - Coronavirus Update.pdf](#)

[Ex1 Governor's Executive Order 20-51.pdf](#)

[Ex2 Governor's Executive Order 20-52.pdf](#)

[Ex3 Governor's Executive Order 20-68.pdf](#)

[Ex4 Governor's Executive Order 20-83.pdf](#)

[Ex5 Governor's Executive Order 20-87.pdf](#)  
[Ex6 Governor's Executive Order 20-88.pdf](#)  
[Ex7 Governor's Executive Order 20-89.pdf](#)  
[Ex8 Broward County -Declaration of Emergency.pdf](#)  
[Ex9 Letter from Mayor.pdf](#)  
[Ex10 LBTS Declaration 3-13-20.pdf](#)  
[Ex11 LBTS Declaration 3-18-20.pdf](#)  
[Ex12 LBTS Declaration 3-27-20.pdf](#)  
[Ex13 LBTS Declaration 3-27-20.pdf](#)

## **8.RESOLUTIONS – PUBLIC COMMENTS**

- 8.a** Resolution 2020-11 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF LAUDERDALE-BY-THE-SEA FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM AND FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENTS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.  
[CoverPage - E-911.pdf](#)  
[E-911 Reso.pdf](#)  
[First Amendment to Participation Agreement and RILA \(Execution Copy\).pdf](#)
- 8.b** Resolution 2020-14 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A GRANT APPLICATION FOR FUNDS AVAILABLE THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANTS PROGRAM THROUGH BROWARD COUNTY FOR THE FISCAL YEAR 2020/2021; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.  
[CoverPage - CDBG.pdf](#)  
[Ex1 Resolution 2020-xx CDBG Senior Center.pdf](#)  
[46th Year 2020-2021 Small Cities CDBG Application.pdf](#)  
[46th Year CDBG Project Description Town of Lauderdale-By-The-Sea Senior Program-EXHIBITS.pdf](#)
- 8.c** Resolution 2020-15 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, CONFIRMING THE DECLARATION OF EMERGENCY ISSUED BY THE MAYOR CONCERNING THE COVID-19 EMERGENCY; RATIFYING AND APPROVING ALL EMERGENCY ORDERS AND ACTIONS TAKEN BY THE MAYOR CONCERNING OR RELATED TO THE COVID-19 EMERGENCY; AUTHORIZING THE MAYOR TO DO ALL THINGS NECESSARY TO

CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[CoverPage - reso ratifying emergency.pdf](#)

[Reso 2020-15 ratification emergency.pdf](#)

## **9.ADJOURNMENT**

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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.



## Town Commission Agenda Item Report

**Meeting Date:**

**Submitted by:** Ken Rubach, Municipal Services Director

**Submitting Department:** Municipal Services

**Item Type:** Consent

**Agenda Section:** Consent

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**Subject Title:** Purchase of a 2020 Case 621G Wheel Loader

### Explanation:

In an effort to improve daily operations as well as emergency preparedness, staff reviewed the Town's equipment needs during the FY 20 budgeting process. A wheel loader was identified as a key piece of equipment to address multiple needs, including beach maintenance activities, street restoration, debris/vegetative cleaning after storms, and removal/transportation of other large items. In the past, during storms, we typically have rented a backhoe. This is generally subject to availability and puts the Town in a vulnerable position should we not be able to secure a unit. Backhoes with a small front bucket do not have the same ability to effectively remove or push debris due to their configuration, as they are primarily a piece of equipment that are used for digging. While they can be used to move small amounts of debris, they are not the preferred means or best piece of equipment for this task.

A wheel loader would increase the efficiency as well as decrease the time it would take to clear blocked roadways, as well as to remove debris. The ability to respond faster and more effectively during emergency situations would aid BSO, VFD, and AMR in their response times as well.

The Town Purchasing 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. Pricing was requested via the Florida Sheriff's Association Contract from Trekker Group who is the contract holder in South Florida. Currently, due to the COVID-19 public health emergency, lead time units may vary. However, in speaking with our vendor, they reasonably believe we may be able to receive a unit within approximately 60 days after the PO has been issued.



*2020 Case 621G Loader Example*

The Town originally budgeted \$175,000 for the unit; however, due to price increases after the beginning of the fiscal year, the total cost for the unit is now \$183,878.61. Staff has identified funds within the Municipal Services division budget to address the overage.

**Recommendation:** Authorize the Town Manager to execute a purchase order with Trekker Group for a 2020 Case 621G wheel loader and attachments as per the terms set forth in the quote via the Florida Sheriff's Association Contract.

**Attachments:**

EX 1 – Quote

EX 2 – Florida Sheriffs Association Cooperative Purchasing Program

**MIAMI**

12601 W. OKEECHOBEE RD  
HIALEAH GARDENS, FL. 33018  
PHONE: 305-821-2273  
FAX: 305-821-8822

**FORT MYERS**

3051 HANSON ST.  
FT. MYERS, FL 33916  
PHONE: 239-690-0661  
FAX: 239-660-0663

**ORLANDO**

9481 BOGGY CREEK RD  
ORLANDO, FL. 32824  
PHONE: 407-888-0024  
FAX: 407-888-3166

**TAMPA**

1504 TAMPA EAST BLVD  
TAMPA, FL 33619  
PHONE: 813-341-4646  
FAX: 813-341-4647

**WEST PALM BEACH**

1150 BARNETT DRIVE  
LAKE WORTH, FL 33461  
PHONE: 561-296-9710  
FAX: 561-296-9712

**Jacksonville**

9235 Busch Dr NORTH  
Jacksonville, FL 32218  
PHONE 904-516-5380  
FAX 904-516-5388

|                         |                                                                                    |
|-------------------------|------------------------------------------------------------------------------------|
| <b>ATTN:</b>            | KEN RUBACH                                                                         |
| <b>ORGANIZATION:</b>    | TOWH OF LAUDERDALE-BY-THE-SEA                                                      |
| <b>DEPARTMENT:</b>      | PUBLIC WORKS                                                                       |
| <b>ADDRESS:</b>         | 4501 N. OCEAN DRIVE                                                                |
| <b>CITY, STATE, ZIP</b> | LAUDERDALE-BY-THE-SEA, FL 33308                                                    |
| <b>PHONE:</b>           | 954-640-4233                                                                       |
| <b>FAX:</b>             |                                                                                    |
| <b>EMAIL:</b>           | <a href="mailto:kenr@lauderdalebythesea-fl.gov">kenr@lauderdalebythesea-fl.gov</a> |
| <b>Contract#</b>        | FSA19-VEH17.0 SPECIFICATION # 33                                                   |

|                                                                | <b>Contract price</b>   | <b>FSA % increased</b> |
|----------------------------------------------------------------|-------------------------|------------------------|
| <b>Base Unit</b> 2020 CASE 621G T4F                            | \$ 132,516.41           | 3.4%                   |
| <b>****grade</b>                                               |                         |                        |
| <b>Stated Contract Options According to Base Build on Spec</b> |                         |                        |
| 4-speed Transmission                                           | INCLUDED                |                        |
| Limited Slip Differentials                                     | INCLUDED                |                        |
| Cooling System w/Hyd. Cooler                                   | INCLUDED                |                        |
| No Sound Supression Package                                    | INCLUDED                |                        |
| Cab with heater and a/c                                        | INCLUDED                |                        |
| 2 Inch Seat Belt                                               | INCLUDED                |                        |
| Mechanical Suspension Seat                                     | INCLUDED                |                        |
| No Radio                                                       | INCLUDED                |                        |
| No Convenience Package                                         | INCLUDED                |                        |
| Standard Hydraulic Steering                                    | INCLUDED                |                        |
| Standard Fenders w/ LH Steps                                   | INCLUDED                |                        |
| No Tire Brand Preference                                       | INCLUDED                |                        |
| 20.5x25 L2 Bias (3 pc rim)                                     | INCLUDED                |                        |
| No Control Unit for Power                                      | INCLUDED                |                        |
| NO SPARE WHEEL                                                 | INCLUDED                |                        |
| 3.0 cu. yd. pin on bucket                                      | INCLUDED                |                        |
| no counter weight                                              | INCLUDED                |                        |
| <b>PAGE 1 OF 2</b>                                             | <b>TOTAL INVESTMENT</b> | <b>\$ 132,516.41</b>   |



FLORIDA SHERIFFS  
ASSOCIATION

|                                                                             |              |               |                      |                        |
|-----------------------------------------------------------------------------|--------------|---------------|----------------------|------------------------|
| TOTAL FROM PAGE 1                                                           |              |               | \$                   | 132,516.41             |
| <b>STATED CONTRACT OPTIONS</b>                                              |              |               | <b>AMOUNT</b>        | <b>FSA % increased</b> |
| COOLING SYSTEM WITH REVERSE FAN FOR 521G - 821G                             |              |               | \$ 568.70            | 3.4%                   |
| Joystick with 1 Aux Function                                                |              |               | \$ 1,551.00          | 3.4%                   |
| CNH Coupler(JRB Style)                                                      |              |               | \$ 4,032.60          | 3.4%                   |
|                                                                             |              |               |                      |                        |
|                                                                             |              |               |                      |                        |
| <b>NON-STATED CONTRACT OPTIONS</b>                                          | <b>MSRP</b>  | <b>DISC %</b> | <b>AMOUNT</b>        |                        |
| Enhanced Cab Comfort (include)                                              | \$ 1,444.00  | 30%           | \$ 1,010.80          |                        |
| Sound Supp; Heated Air Seat; Bl. Radio; Conv. Pkg.                          |              |               | \$ -                 |                        |
| Enhanced Visibility Bundle (include)                                        | \$ 2,823.00  | 30%           | \$ 1,976.10          |                        |
| Rear View Camera; LH/RH Mirrors; LED Plus                                   |              |               | \$ -                 |                        |
| Standard Fenders w/ LH/RH Steps                                             | \$ 335.00    | 30%           | \$ 234.50            |                        |
| Ejector Type Precleaner                                                     | \$ 441.00    | 30%           | \$ 308.70            |                        |
| Ride Control                                                                | \$ 3,301.00  | 30%           | \$ 2,310.70          |                        |
| Skid Plate/Transmission Guard                                               | \$ 1,000.00  | 30%           | \$ 700.00            |                        |
| HD Counter Weight                                                           | \$ 1,000.00  | 30%           | \$ 700.00            |                        |
|                                                                             |              |               | \$ -                 |                        |
|                                                                             |              |               | \$ -                 |                        |
| Rotating Beacon                                                             | \$ 193.23    | 15%           | \$ 164.25            |                        |
| Tool Box                                                                    | \$ 256.65    | 15%           | \$ 218.15            |                        |
|                                                                             |              |               | \$ -                 |                        |
|                                                                             |              |               |                      |                        |
| Multi-purpose Bucket (4-1)                                                  | \$ 18,838.00 | 10%           | \$ 16,954.20         |                        |
| Grapple Rake                                                                | \$ 22,925.00 | 10%           | \$ 20,632.50         |                        |
|                                                                             |              |               |                      |                        |
|                                                                             |              |               | \$ -                 |                        |
|                                                                             |              |               | \$ -                 |                        |
| <b>SUB TOTAL FOR COMPLETE BUILD</b>                                         |              |               | <b>\$ 183,878.61</b> |                        |
| <b>WARRANTY INFORMATION:</b> 3-year/3000-hr full machine factory warranty;  |              |               |                      |                        |
| 3-year Advanced Site-watch subscription; 3-year/3000-hr planned maintenance |              |               |                      |                        |
|                                                                             |              |               |                      |                        |
|                                                                             |              |               |                      |                        |
| <b>TOTAL INVESTMENT</b>                                                     |              |               | <b>\$ 183,878.61</b> |                        |

Delivered to customer!

**PAGE 2 OF 2**



THANK YOU FOR THE OPPORTUNITY  
TO EARN YOUR BUSINESS!

MICHAEL CABRERA  
CELL 786-774-3284

Michael.Cabrera@TrekkerGroup.com

# FSA Cooperative Purchasing Program



**Contract: FSA18-VEH16.0**  
**Cab & Chassis Trucks & Heavy Equipment**

**Contract: FSA18-VEL26.0**  
**Police Rated, Administrative,  
Utility Vehicles, Trucks and Vans**

## Contract Terms and Conditions

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions Rev 7/20/2018

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# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

### Contract Terms and Conditions Rev 7/20/2018

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# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

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# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

### Contract Terms and Conditions Rev 7/20/2018

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**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions Rev 7/20/2018  
**1.0 GENERAL CONDITIONS**

**1.01 BID CORRESPONDENCE**

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contact for this bid are:

FSA Cooperative Purchasing Program Coordinator  
E-mail: [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org)  
Phone: 850-877-2165 ext. 241  
Fax: 850-878-5115

Annette Grissom, FSA Cooperative Purchasing Program Manager  
E-mail: [agrissom@flsheriffs.org](mailto:agrissom@flsheriffs.org)  
Phone: 850-877-2165 ext. 231  
Fax: 850-878-5115

All communication and/or document submissions for this Invitation to Bid should be identified by contract title and number and directed to:

Florida Sheriffs Association  
Attn: Cooperative Purchasing Program Coordinator  
2617 Mahan Drive  
Tallahassee, FL 32308

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions Rev 7/20/2018

**1.02 PURPOSE**

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The Florida Sheriffs Association will serve as the Contract Administrator in the solicitation process and the administration of the contract. The purpose of this bid is to establish a twelve (12) month contract, beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>, annually with manufacturers and manufacturer's authorized dealers for the purchase of vehicles and equipment on a "no trade-in basis".

Trade-ins are not addressed in this contract. If a purchaser has a desire to offer vehicles/equipment for trade to the vendor, the Purchaser and dealer may do so at their sole discretion, by separate agreement. Under no circumstances shall trade-in transactions be deemed to constitute part of, or to have been conducted pursuant to, this contract.

**1.03 TERM OF CONTRACT**

This contract shall remain in effect for one (1) year from date of contract execution by the Administrator, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, for up to two (2) additional years, on a year-to-year basis.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Prior to completion of each contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or as a result of any changes to national or state standards that require substantial cost adjustments, or in the event of material changes in tariffs that result in cost increases of 15% or more.

**1.04 ESTIMATED QUANTITIES**

In FY 2015-16, eligible users purchased approximately 13,560 vehicles and pieces of equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided to not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

**1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER**

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

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It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

#### 1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

#### 1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

#### 1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- a. Administrator: The Florida Sheriffs Association in its role in administering the solicitation and contract administration process for the Florida Sheriffs Association and the Florida Association of Counties or their designee.
- b. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.
- c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- d. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- e. Factory: Refers to the manufacturer; the assembly line.
- f. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the Administrator and is not responsible for final awards.
- g. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications found at <https://VeBA.flsheriff.org>

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and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

- h. Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.
- i. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
  - 1. Manufacturer's Computer Printouts; Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
  - 2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
  - 3. Manufacturer's Annual U.S. Price Book
  - 4. Manufacturer's official website
- j. Non-Scheduled Options: Any optional new or unused component not specified, feature or configuration not included in the base representative vehicle model specifications or options.
- k. Production Cutoff: A term used by manufacturers to notify dealers that the factory has reached maximum capacity for orders. Vehicle manufacturers use this term when referring to any given model year for production.
- l. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- m. Purchaser: A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.
- n. Purchase Order: A documented agreement formalizing the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.
- o. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor. Third Party Suppliers may also be referred to as upfitters within this document.
- p. Vehicle Bid Award System (VeBA): The online system used for the submission of electronic bids and tabulation of bid results for the specifications connected to this Invitation to Bid.
- q. Vendor: The bidder that has been awarded and agrees to provide products, vehicles, or equipment, which meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.
- r. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

## 1.09 ELIGIBLE PURCHASERS OF CONTRACT

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Awarded bids, or contract prices, will be extended and guaranteed to any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract to include out of state sales. Vendors are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

#### **1.10 LEGAL REQUIREMENTS**

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

#### **1.11 PATENTS & ROYALTIES**

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

#### **1.12 FEDERAL AND STATE STANDARDS**

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the Administrator immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

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#### **1.13 UNDERWRITERS' LABORATORIES**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

#### **1.14 AMERICAN WITH DISABILITIES ACT**

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

#### **1.15 REASONABLE ACCOMMODATION**

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

#### **1.16 MINORITY BUSINESS ENTERPRISE (MBE)**

The Florida Sheriffs Association Policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

#### **1.17 ANTI-DISCRIMINATION**

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

#### **1.18 BEST COMMERCIAL PRACTICES**

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

#### **1.19 PUBLIC ENTITY CRIMES (PEC)**

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes 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

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construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### 1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

#### 1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

#### 1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

#### 1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

#### 1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted by e-mail to [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org) with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

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Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The Administrator reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting on the FSA website constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

#### 1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful Bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

#### 1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

#### 1.27 TERMINATION OF PRODUCT LINE

If an FSA-awarded vendor terminates a product line (manufacturer or brand), the dealer is required to notify the FSA Cooperative Purchasing Program Coordinator within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate dealer, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the dealer is not already an approved FSA vendor, the dealer is required to apply to the FSA to become an approved vendor prior to conducting any qualified sales. The vendor and

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the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

#### **1.28 METHOD OF AWARD**

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

#### **1.29 DEMONSTRATION OF COMPETENCY**

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the 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 FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

#### **1.30 VENDOR ABILITY TO PERFORM**

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

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By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

#### 1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award;
- Has assessed the *financial responsibility required to serve the contract as bid*, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 days from receipt of invoice; and
- Assumes full responsibility that all vehicles delivered to the purchaser are free and clear of all outside liens, encumbrances, security interests apart from the dealer floor plan or other dealer inventory finance security interest.

#### 1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

#### 1.33 NONCONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded Vendor list.

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- FSA and Purchasers being advised not to do business with vendor.

### 1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

### 1.35 TIE BIDS

In case of tie bids and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Dealers performance record with purchasers
- Coin Toss

### 1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

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Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

### **1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS**

Where bidders are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The bidder shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the bidder or any person the bidder has designated in the completion of the contract as a result of his or her bid.

### **1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE**

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

### **1.39 ELIMINATION FROM CONSIDERATION**

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

### **1.40 COLLUSION**

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

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- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined slice of the pie.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Vendors or dealers and their representatives may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealerships which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

#### 1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA therefrom, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

#### 1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the Administrator within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and

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validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any person who files an action protesting a decision or intended decision pertaining to this contract shall post with the Florida Sheriffs Association at the time of filing the formal written protest or within the five (5) day period allowed for filing the formal written protest, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

#### 1.43 NONPERFORMANCE

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the Administrator shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The Administrator has the discretion to remove a noncompliant vendor from future competitive bid solicitations.

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At the Administrator's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the Administrator.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of three (3) years and up to a permanent ban from the bid process.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or dealer installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

#### 1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

#### 1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

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In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

#### 1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

#### 1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org), and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission. The request must include a detailed explanation for intended use of the FSA logo.

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**2.0 BIDDER INSTRUCTIONS**

**2.01 FIRST YEAR BIDDER QUALIFICATIONS**

In order for bids to be considered, first year Bidders to the Florida Sheriffs Association Cooperative Purchasing Program must provide supporting material with their bid submission to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

Supporting material shall be provided on a thumb drive and shall include:

- a. All information necessary to certify that the bidder maintains a permanent place of business;
- b. A statement from the manufacturer that the bidder is an authorized distributor for the proposed manufacturer;
- c. Information that the Bidder has not had just or proper claims pending against them or their company;
- d. A listing of contracts for similar services that have been provided to public or private sector clients within the last three (3) years;
- e. Shall furnish the names, addresses, and telephone numbers of 5 government agencies for which the Bidder is currently providing or has provided similar services; and
- f. A Request for Consideration letter on company letterhead, which shall be dated prior to the bid submission date, which should include:
  1. The length of time the company has been in business;
  2. The Dun and Bradstreet and/or Experian Business number;
  3. If the company currently sells on a state or federal contract, if so identify which contract(s);
  4. How many years of experience in government sales the company has;
  5. Whether the company can accommodate fleets sales.,
  6. Proof of a business line of credit from the guarantor used to support government fleet operations;
  7. Additional information about the product line; and
  8. Whether the company has ever been disqualified from any contract, if so identify which contract(s).

**2.02 LICENSING/FACILITIES**

Bidders are required to possess a Florida Motor Vehicle Dealers License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

The Administrator reserves the right to periodically request additional or updated information from a dealer regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA Cooperative Purchasing Program Administrator may also exercise discretion in examining such facility as deemed necessary.

**2.03 INSURANCE AND INDEMNIFICATION**

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and

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description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 days written notice to the FSA Cooperative Purchasing Program Administrator.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be filed within five days of bid award. The certificate must state Bid Number and Title. Vendor may not begin performance under the contract until such Certificates have been approved by the Administrator.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

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All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the Administrator.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by him.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the vendor's insurance obligations, if awarded.

The Administrator can request and the vendor shall furnish proof of insurance within seven days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements of the specifications; the Administrator may consider alternate insurance coverage.

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#### 2.04 SPECIFICATIONS

All units covered by this Contract and the detailed specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained at <https://VeBA.flsheriffs.org>. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide any information requested on the price sheets, such as manufacturer and model number of various components, or may have their bid rejected.

All equipment, options, and features provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

#### 2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder on the Bid Forms shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension.

#### 2.06 SEALED BIDS

A sealed bid is a completed bid that is submitted in a sealed and unopened container clearly marked with the Bid Title and Number. One electronic copy of the bid submission as well as any other required documentation must be turned in for the bid to be considered for award. Electronic copies shall be submitted on a labeled USB flash drive.

Sealed bids should be sent to the attention of FSA Cooperative Purchasing Program Coordinator, Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, FL 32308. Faxed or e-mailed bids will not be accepted.

#### 2.07 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the section and with a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the Administrator of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

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Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

## 2.08 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

## 2.09 EQUIVALENTS

Bidders must first request approval from the Administrator before submitting a bid that includes an equivalent that will supplement an item on the base specification. The Administrator will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the Administrator.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

## 2.10 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA Cooperative Purchasing Team to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested prior authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

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#### 2.11 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form,
- Insurance Checklist, and
- Manufacturer Certification Form for each manufacturer bid for Contract FSA18-VEH 16.0 **only**.
  - o Note: Manufacturer Certification Forms are **not** required for Contract FSA 18-VEL26.0.

The qualification forms are located in the appendices, and can be found online at: <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>. Qualification forms must be submitted by email to [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org).

#### 2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of 60 calendar days from the date of bid opening. Each specification, make and model must be priced and bid separately.

Prices should reflect the final cost the bidder can expect to receive for payment for the specifications bid. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

#### 2.13 OPTION PRICING

The Administrator has the discretion to disqualify bidders if the option pricing is excessive.

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory add options included in the bid submission and in resulting customer orders, if awarded.

Agencies are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond published list price of add options. The additional discounts for each add option shall be decided by the vendor.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), bidder must calculate the option price as

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the difference between dealer cost on the representative base vehicle and total MSRP of the requested option modifying the vehicle.

When add options listed are included in the base vehicle, bidder must submit options as “Included” or “STD” for standard. Bidder must use proper factory codes for all factory add options. Options available through the factory MUST be bid and supplied to Purchaser as “factory” options, unless requested otherwise in writing by the Purchaser.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to provide an upgrade or downgrade to a manufacturer’s model, such as a slightly different engine size or horsepower, and as such, should not be made available for purchase separate from the base vehicle. Bidders shall NOT use add or delete options to create a piece of equipment that is entirely different than the base unit called for in the specification, or any other options, scheduled or non-scheduled, that do not meet the intention of options as stated above.

Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option.

The use of options to facilitate the sale of an alternate Manufacturer’s product which is outside the scope of the written base specification will be construed as noncompliant and the bid will be rejected in whole or part by the FSA Cooperative Purchasing Program Administrator.

*Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.*

Factory package options are allowable under this contract. Factory package options must be included in the add options within the bid document and detailed specifically as to what components the package includes.

Prices for options submitted by the bidder for Emergency Vehicle Lighting shall include all applicable state and federal fees and charges, not including installation. Motorcycle pricing will include installation. No additional charges or fees are admissible.

Option pricing will include all costs of labor associated with the option and should not be listed separately within the bid document.

## 2.14 EMERGENCY LIGHT AND SIREN CERTIFICATION STANDARDS

Vendors that will install emergency lights and sirens are required to submit their Society of Automotive Engineers (SAE) Certifications at the time of bid submission. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the FSA Contract.

Vendors that will provide or contract to provide emergency light and siren upfitting must also submit EVT Certifications for the vendor or the designated third party supplier at the time of bid submission.

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

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Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

FSA reserves the right to accept certifications up and until final award.

## 2.15 SUBMITTAL OF BID

Bidders are required to submit a bid in VeBA. VeBA submissions include pricing for the base specification, option descriptions and option pricing, and any applicable light bar package pricing.

In addition to VeBA submissions, FSA requires that vendors submit a complete bid package to FSA on a USB drive. The complete bid package includes a .pdf copy of the VeBA submission and all other required documentation. Electronic signatures are authorized. However, the Contract Signature document also requires notarization. Notaries can be performed electronically if they meet the statutory requirements.

Bids submissions must be received by the date listed on the bid calendar. Late bids will not be considered and VeBA will not accept bids after midnight on the closing date as specified in the Bid Calendar.

#### Vehicle Bid Award System (VeBA)

Bidders must submit their bid electronically on VeBA, which is located at <https://veba.flsheriffs.org>. Bids not submitted within VeBA will be rejected.

After the pre-bid meeting, user names and passwords will be issued to qualified bidders. Bidders are encouraged to download and review the instructions located on the home page of VeBA. Instructions for entering and submitting bid specifications, as well as lightbar package pricing, are included on the VeBA site. Questions regarding the use of VeBA should be addressed to [support@liquifusion.com](mailto:support@liquifusion.com).

Bidders who intend to bid on emergency vehicles are also required to submit their lightbar package pricing through a separate document housed on the VeBA website during the VeBA submission process.

Prices are to be rounded to the nearest whole dollar (i.e. \$10, not \$10.05).

Vendors will have the option to use an electronic upload for specification options to VeBA. Instructions and deadlines for this upload will be provided to all interested bidders. Electronic upload of option descriptions is not mandatory and is an alternative method for entering option detail for a bidder's submission. This option upload does not apply to base specification pricing. If the vendor seeks to utilize the option upload during the bid submission process, the vendor acknowledges that a contractor to FSA will have access to the vendor's upload data. The contractor has signed a confidentiality agreement agreeing to maintain vendors' data as confidential and agrees that the data may only be used for the purposes of uploading the option data to the VeBA system. The contractor has acknowledged that any misuse of the data may result in liability to the vendor owning such data and may result in such vendor bringing legal action against the contractor. By using this option upload, the vendor acknowledges that the vendor is solely responsible for ensuring that the data uploaded is accurate and complete.

#### Bid Package Submission

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In addition to submitting the bid via the VeBA system, one electronic copy of the bid package on a labeled USB drive must be delivered to FSA. Bid packages must be labeled with the contract title and number.

Mail sealed bid packages to the attention of:

FSA Cooperative Purchasing Program Coordinator  
Contract: {Enter Contract Title and Number}  
Florida Sheriffs Association  
2617 Mahan Drive  
Tallahassee, Florida 32308

The bid package must be received at the Florida Sheriffs Association by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated in the Bid Calendar will result in rejection of the bid.

The USB drive must be labeled with the vendor's information, and shall include the following documents:

- Executed Contract Signature Page
- Cover sheet, found on VeBA;
- Applicable licenses or certifications, including but not limited to SAE or EVT certifications
- Pricing Sheet for Emergency Vehicle Lighting and Emergency Light and Siren Certifications, if applicable
- One pdf copy of the VeBA bid submission and one build sheet for each specification bid
  - Materials for each specification must be housed in a single folder labeled by specification
  - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle as outlined in the FSA specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor installed aftermarket components are required to meet the base vehicle specification and these components must be identified on the build sheet.
- Documentation as required in Section 2.01 for first year bidders
- Any requested equivalents or exceptions

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the Administrator's discretion.

## 2.16 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is Appendix B. A space is provided for the bidder to indicate zone bidding. Absence of any indication of a particular zone will mean that bids for each specification will be considered in all zones.

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**2.17 EXECUTION OF BID**

By submitting a response to this Invitation to Bid, the vendor agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature document with the signature of an authorized representative no later than the date of the final award.

**2.18 MODIFICATION OR WITHDRAWALS OF BIDS**

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact the Administrator immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

**2.19 LATE BIDS**

Any bid or bids received after time and date specified in the Bid Calendar will be returned to the bidder unopened. The responsibility for submitting a bid before the stated time and date is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or unavailability other than instances in which the VeBa system is offline, delays incurred by mail or courier service, including U.S. Mail, or any other occurrence. Any reference to time will be based on Eastern Standard Time.

**2.20 BID OPENING**

Bids shall be opened on the date and time specified on the Bid Calendar.

**2.21 DETERMINATION OF RESPONSIVENESS**

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract.

**2.22 RESPONSIBLE BIDDER CRITERIA**

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;

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- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to first year bidders, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if the Administrator determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

## 2.23 BASIS FOR AWARD

The Administrator shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second lowest bidder by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the Administrator for final evaluation and determination of award.

The add options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the Administrator has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

The Administrator reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

## 2.24 BID WITHDRAWAL

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening unless otherwise agreed to by the FSA.

If a bidder believes that the bidder must withdraw the bid, the bidder must contact the Administrator immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

## 2.25 BID TABULATIONS

The Bid Tabulation report will be posted to the Cooperative Purchasing Program website after the electronic bid process closes as indicated in the Bid Calendar. <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only>

If there is a delay in posting the bid tabulation results, the Administrator will post a notice of the delay and a revised date for posting of results.

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#### **2.26 MINOR IRREGULARITIES/RIGHT TO REJECT**

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a vendor to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a vendor to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a vendor may not provide the FSA with additional materials that affect the price of the bid, or give the vendor an advantage or benefit not enjoyed by other vendors.

The FSA may also reject any bids not submitted in the manner specified in this document.

#### **2.27 CONE OF SILENCE**

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the FSA Cooperative Purchasing Program website or VeBA, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid. Bidders are encouraged to read the instructions and view the tutorial video regarding operation of VeBA. FSA is not responsible for bidder's improper use of the VeBA system or website. Exceptions will be granted to this section should any website malfunctions occur.

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**3.0 CONTRACT CONDITIONS**

**3.01 GENERAL REQUIREMENTS**

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

**3.02 STATEMENT OF AUTHORITY**

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

**3.03 VENDOR CONTACT INFORMATION**

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify the Administrator immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org).

A sample Vendor Change Document can be found in Appendix A and online at:  
<https://www.flsheriffs.org/uploads/FSA%20Bid%20Award%20Vendor%20Info%20Change%20Document%20REV%205-16A%281%29.pdf>.

**3.04 OPTION TO RENEW WITH PRICE ADJUSTMENT**

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part

Prior to completion of each exercised contract term, the FSA may consider an adjustment to price due to changes to the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or as a result of any changes to national or state standards that require substantial cost adjustments.

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. The Administrator shall determine the PPI based on the initiated timing of the renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to the Administrator. The Administrator will consider the cost changes and will make a final determination on the change in price.

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For any vendor-initiated adjustment to commence on the first day of the renewed contract term, the vendor's request or adjustment should be submitted one hundred and twenty (120) days prior to expiration of the then current contract. The vendor adjustment request must clearly substantiate the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the FSA.

### 3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Dealer/Manufacturer performance; or
- Lack of relevance of products/commodities.

### 3.06 EQUITABLE ADJUSTMENT

The Administrator may make an equitable adjustment to the contract terms or pricing at its discretion.

### 3.07 DISCOUNTS

Discounts shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and factory add options.

The dealer has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

### 3.08 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

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#### 3.09 PRODUCTION CUTOFF

Vendor shall notify the Administrator in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

#### 3.10 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

#### 3.11 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitute shipments of any kind. Vendors are expected to furnish the brand quoted in their bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

#### 3.12 POLICE RATED VEHICLES/MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles were historically referred to as "Pursuit Rated".

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

STATE OF MICHIGAN Department of State Police and Department of Technology, Management  
and Budget  
Police Vehicle Evaluation Program

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[http://www.michigan.gov/documents/msp/2017\\_MY\\_Police\\_Vehicle\\_Evaluation\\_Test\\_Book-Final\\_544109\\_7.pdf](http://www.michigan.gov/documents/msp/2017_MY_Police_Vehicle_Evaluation_Test_Book-Final_544109_7.pdf)

#### LASD LAW ENFORCEMENT VEHICLE TEST AND EVALUATION PROGRAM

Vehicles: [http://www.la-sheriff.org/s2/static\\_content/srvc/documents/2017\\_Vehicle\\_Test\\_Booklet.pdf](http://www.la-sheriff.org/s2/static_content/srvc/documents/2017_Vehicle_Test_Booklet.pdf)  
Motorcycles: [http://www.la-sheriff.org/s2/static\\_content/srvc/documents/2017\\_Motorcycle\\_Test\\_Booklet.pdf](http://www.la-sheriff.org/s2/static_content/srvc/documents/2017_Motorcycle_Test_Booklet.pdf)

### 3.13 SPECIAL SERVICE VEHICLES:

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are often referred to as "Special Service Vehicle" (SSV) and often used in public safety applications and other areas of government. Please refer to manufactures published information for detailed information regarding these vehicles.

### 3.14 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

### 3.15 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no dealer installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or dealer installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the Purchaser, the vendor shall be required to replace the vehicle

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with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept dealer installed components.

#### 3.16 VENDOR INSTALLED

All vendor-installed accessories shall be installed according to the manufacturer's specifications. Examples include roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. *Vendor is required to disclose Make and Model of product being offered* and the location, design, and model must be approved by the purchaser prior to installation. *Dealer must also disclose the warranty of any item that is less than or exceeds factory vehicle factory warranty coverage.*

A vendor that employs a third party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The Administrator may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

#### 3.17 NON-SCHEDULED OPTIONS

FSA attempts to include scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

#### 3.18 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

#### 3.19 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

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**3.20 ORDER**

The vendor shall submit a copy of the purchase order to the FSA Cooperative Purchasing Program Coordinator within 14 days of receipt from the purchaser.

Purchasers shall issue a purchase order to the vendor, which shall include the contract number, specification number, purchaser's federal identification number, name of point of contact and agency, phone number and email address. Required delivery or due dates should be discussed with the dealer at the time of the quote. It is important to note that vendors do not have ANY control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the "zone" which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may buy from a vendor in another zone. Vehicles purchased from vendors awarded in the Police, Administrative, Utility Vehicles, Trucks & Vans contract, outside an awarded zone may, upon mutual agreement between the vendor and the purchaser, charge an Out-of-Zone fee.

The purchaser is required to forward an executed copy of the purchase order to the Florida Sheriffs Association Cooperative Purchasing Program Coordinator at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to [coop@flsheriffs.org](mailto:coop@flsheriffs.org).

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to manufacturer's close of production and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. The Confirmation of Order form is included in Appendix C.

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

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#### 3.21 VEHICLE DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Dealer and Manufacturer protocol for new vehicle delivery;
- Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Owner's manual and warranty manual to accompany each vehicle; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted.

The vendor shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle by the vendor is defined as acceptance of the vehicle from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery.

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or vehicles delivered to an upfitter before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles must contain no less than 1/4 tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty five (35) gallons of capacity, a minimum of ten (10) gallons of fuel must be provided.

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### 3.22 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle meets or exceeds the requirements of the technical bid specifications and the submitted purchase order. Purchasers should inspect the vehicle for physical damage.

Delivery of a vehicle to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle meets contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle Specification
3. Copy of Manufacturer's Invoice or Window Sticker; Prices may be deleted from the manufacturer's invoice
4. Copy of Pre-Delivery Service Report
5. Warranty Certification
6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

Deliveries that do not include the above forms and publications will be considered incomplete and can be refused.

### 3.23 VEHICLE TAGS AND TITLE

Costs of tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

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Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle.

Reasonable administrative costs for obtaining temporary tags, tag transfers, and new tags are permitted and can be negotiated between the purchaser and the vendor. All additional costs associated with obtaining, filing and shipping of tags shall be disclosed clearly in the comments section below the applicable option. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price.

#### 3.24 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) working days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

#### 3.25 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the Administrator.

#### 3.26 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

#### 3.27 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

##### Purchase Orders

The Vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) days after the date of the purchase order.

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Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to [COOP@flsheriffs.org](mailto:COOP@flsheriffs.org).

The files should be named using the following examples:

Examples:

County = Florida County, County of PO 12345

*ABC County BCC PO 12345.pdf*

City = Florida City, City of PO 12345

*ABC City PO 12345.pdf*

Sheriff = Sheriff Office of PO 12345

*ABC Sheriff PO 12345.pdf*

Education = Institution Name PO12345

*ABC County College PO 12345.pdf*

#### Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly Reports which do not adhere to the required format or are not complete of all purchase orders will be returned to the reporting vendor for correction of deficiencies.

All quarterly reports are to be sent to [REPORTS@flsheriffs.org](mailto:REPORTS@flsheriffs.org).

Quarterly Reports must be complete with the name of the dealer and the date. For example, "Spomot Motors, October 30, 2017" would be in the document header. Do not indicate the quarter on the top of the report. Purchase orders are not necessary for the quarterly report. An example of a Quarterly Report is in Appendix D.

Quarterly Reports are due no later than the 15<sup>th</sup> day of the month following the end of the quarter.

Quarterly reports should follow this schedule:

|            |                         |                |            |
|------------|-------------------------|----------------|------------|
| Quarter 1: | October 1 – December 31 | Q1 Report Due: | January 15 |
| Quarter 2: | January 1 – March 31    | Q2 Report Due: | April 15   |
| Quarter 3: | April 1 – June 30       | Q3 Report Due: | July 15    |
| Quarter 4: | July 1 – September 30   | Q4 Report Due: | October 15 |

If a vendor has no sales within a quarter, the vendor is required to submit a quarterly report and must indicate "NO SALES THIS QUARTER" on the report.

FSA reserves the right to modify the procedure for submitting Quarterly Reports during the term of the contract (including, by way of example, requiring electronic reporting). Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future Quarterly Reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future Quarterly Reports are to be submitted.

### 3.28 ADMINISTRATIVE FEE

The Florida Sheriffs Association charges three quarters of one percent (.0075) to procure, process and administer the Contract.

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After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Dealers are to include the administrative fee of three quarters of one percent (.0075) in all base bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a dealer fails to incorporate the administrative fee in its bid pricing.

It should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees is the contractual responsibility of each awarded Vendor.

By submission of the Quarterly Reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that the Administrator has the contact e-mail address for the person responsible for all Quarterly Reports. There will be no reminders for the Quarterly Reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association  
Cooperative Purchasing Program  
2617 Mahan Drive  
Tallahassee, FL 32308

### 3.29 LIQUIDATED DAMAGES

The bidder warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the bidder responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and Quarterly Reports will incur liquidated damages in the amount of \$25 for each day that fees and reports are past due, beginning on the 16<sup>th</sup> day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

### Contract Terms and Conditions Rev 7/20/2018

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 days can result in disqualification for future solicitations.

#### Schedule of Liquidated Damages

|                                                                                                  |                                                                            |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Failure to submit quarterly report on time                                                       | \$25.00 per day                                                            |
| Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date | \$100.00 per Purchase Order                                                |
| Failure to Report Sales                                                                          | .0075 of the sales price plus 1.5% each month following the delivery date. |

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

### Contract Terms and Conditions Rev 7/20/2018

### Appendix A



#### Florida Sheriffs Association Cooperative Purchasing Program Vendor Change Document

*Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below.  
Include all sections where information has changed, old and new.*

**FSA Contract Number(s) affected by change:** \_\_\_\_\_  
\_\_\_\_\_

#### Company Information Changes:

| <b>Old Information</b> | <b>New Information</b> |
|------------------------|------------------------|
| Old Company Name:      | New Company Name:      |
| Old Company Address:   | New Company Address:   |
| Old Company City:      | New Company City:      |
| Old Company State:     | New Company State:     |
| Old Company Zip:       | New Company Zip:       |

#### Company Contact Changes:

| <b>Old Contact Information</b>  | <b>New Contact Information</b>  |
|---------------------------------|---------------------------------|
| Old Contact Name (First, Last): | New Contact Name (First, Last): |
| Old Contact E-Mail:             | New Contact E-Mail:             |
| Old Contact Office Phone:       | New Contact Office Phone:       |
| Old Contact Mobile Phone:       | New Contact Mobile Phone:       |
| Old Contact Fax Phone:          | New Contact Fax Phone:          |

This information is requested by an authorized representative of \_\_\_\_\_.

This request will take effect as soon as it is received by FSA by e-mailing to [cgp@flsheriffs.org](mailto:cgp@flsheriffs.org).

Name of Authorized Company Representative \_\_\_\_\_

Job Title \_\_\_\_\_ Date of Request \_\_\_\_\_

Authorized Company Representative Signature: \_\_\_\_\_

|                 |                   |            |
|-----------------|-------------------|------------|
| FSA Office Use: |                   |            |
| Date Received:  | Change Effective: | FSA Agent: |

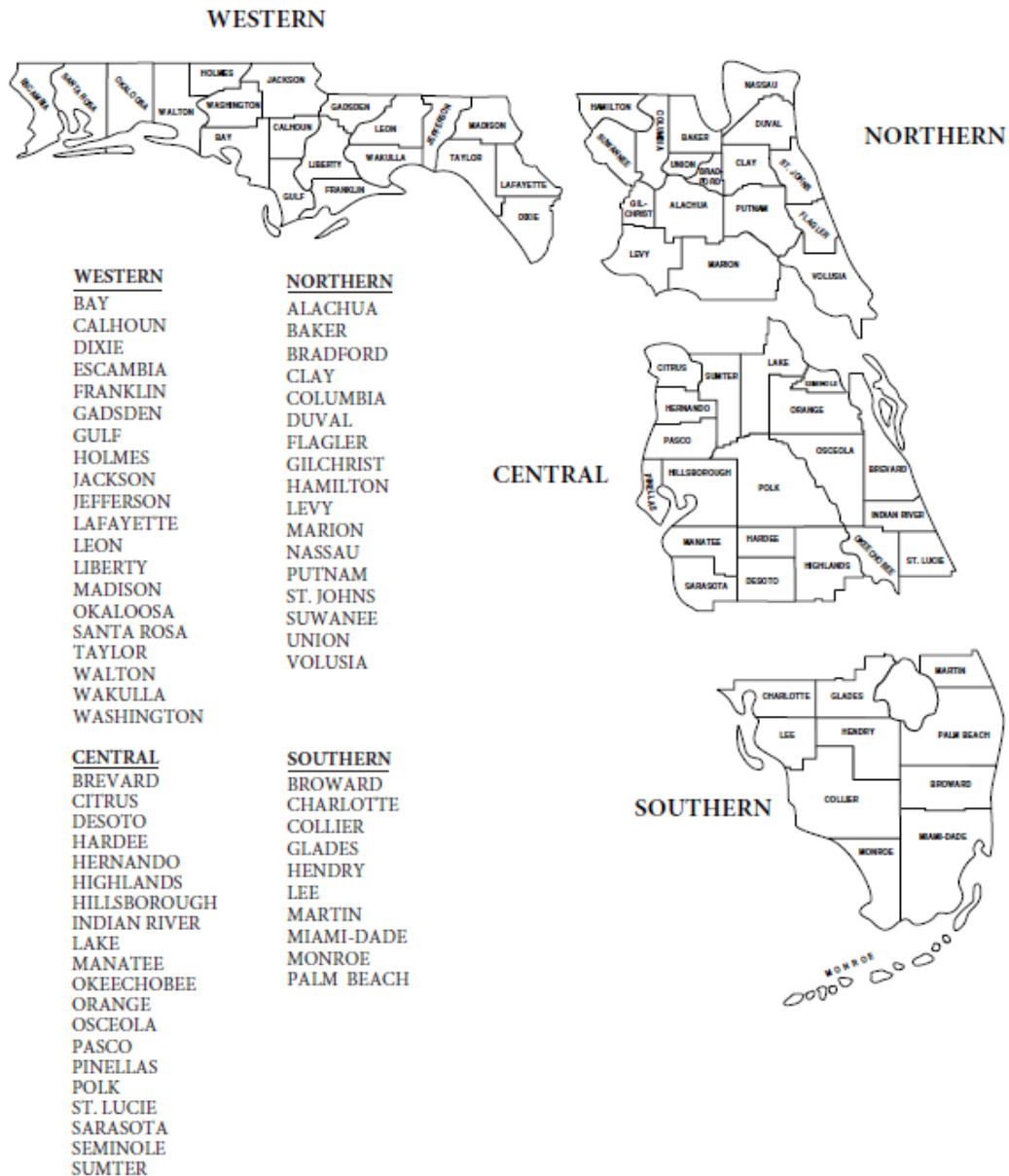
# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

Contract Terms and Conditions Rev 7/20/2018

### Appendix B

#### FSA CONTRACT ZONE MAP



v.10\_2015

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions Rev 7/20/2018  
**Appendix C**



**CONFIRMATION OF ORDER FORM**

**Police Rated, Administrative, Utility Vehicles Trucks and Vans**

**Bid # FSAXX-XXXX**

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

**Vendor:**

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Specification No. \_\_\_\_\_ Type Vehicle/Equipment: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_ Purchase Order Received: \_\_\_\_\_

Order Was Placed With the Manufacturer on: \_\_\_\_\_

Under Production Number: \_\_\_\_\_

Estimated Date of Delivery: \_\_\_\_\_

Comments: \_\_\_\_\_

**AGENCY:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: City: \_\_\_\_\_

Phone Number: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
 Contract Terms and Conditions Rev 7/20/2018

Appendix D

[INSERT DEALERSHIP NAME HERE]

QUARTERLY REPORT for BID #FSA18-VEH16.0  
 Effective Dates: Oct. 1, 2018 thru September 30, 2019  
 Cab and Chassis Trucks and Heavy Equipment

|    | A                                     | B    | C    | D       | E            | F       | G               | H             | I                                  |
|----|---------------------------------------|------|------|---------|--------------|---------|-----------------|---------------|------------------------------------|
| 1  | October 1 - December 31 \ 1st Quarter |      |      |         |              |         |                 | Zero Activity | <input type="checkbox"/> Check Box |
| 2  |                                       |      |      |         |              |         |                 |               |                                    |
| 3  | Name of Purchasing Agency             | PO # | Qty. | Spec. # | Vehicle Type | PO Date | Total PO Amount | Admin. Fee    | Date Fee Paid                      |
| 4  |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 5  |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 6  |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 7  |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 8  |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 9  |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 10 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 11 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 12 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 13 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 14 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 15 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 16 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 17 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 18 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 19 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 20 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 21 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 22 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 23 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 24 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 25 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 26 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 27 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 28 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 29 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 30 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 31 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 32 |                                       |      |      |         |              |         |                 | \$ -          |                                    |
| 33 | Page Total                            |      |      |         |              |         | \$ -            | \$ -          |                                    |

Fees and reports are due no later than the 15th of the month following the quarter end.

1

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions Rev 7/20/2018  
Appendix E

**Bid Calendar**

FSA18-VEL26.0 Police Rated, Administrative, Utility Vehicles, Trucks & Vans  
FSA18-VEH16.0 Cab & Chassis Trucks & Heavy Equipment  
Contract Period: October 1, 2018 – September 30, 2019



| CALENDAR ITEM                                                            | START DATE | END DATE |
|--------------------------------------------------------------------------|------------|----------|
| Bid Announcement                                                         | 5/7/18     | 5/7/18   |
| Mandatory Pre-Bid Meeting for Contract FSA18-VEL26.0                     | 7/10/18    | 7/10/18  |
| Mandatory Pre-Bid Meeting for Contract FSA18-VEH16.0                     | 7/11/18    | 7/11/18  |
| Request for Clarifications Due                                           |            | 7/19/18  |
| Electronic Bid (VeBA)                                                    | 7/24/18    | 8/20/18  |
| Mandatory Qualifying Documents Submission                                |            | 8/3/18   |
| Option Upload Due - Contract FSA18-VEL26.0 Only                          |            | 8/6/18   |
| USB Bid Submission 5:00 PM EST - Contract FSA18-VEL26.0 Only             |            | 8/24/18  |
| USB Bid Submission 12:00 PM EST - Contract FSA18-VEH16.0 Only - Extended |            | 8/29/18  |
| Public Bid Opening                                                       |            | 8/27/18  |
| Fleet Advisory Committee Bid Review                                      | 8/28/18    | 8/31/18  |
| Intent to Award Posted                                                   |            | 9/10/18  |
| Bid Awarded                                                              |            | 10/1/18  |

Pre-Bid Meeting Location:  
Falkenberg Road Jail Assembly Room  
520 North Faulkenberg Road  
Tampa, FL 33613

Ver 4 8/27/18



## Town Commission Agenda Item Report

**Meeting Date:** March 31, 2020

**Submitted by:** Tedra Allen

**Submitting Department:** Administration

**Agenda Section:** NEW BUSINESS RELATED TO ELECTION RESULTS

---

**Subject Title:**

Certification of Election Results (Tedra Allen, Town Clerk)

**Explanation:**

We are requesting that the Commission formally accept the Certified Election results of the March 17, 2020 Municipal Election as provided by the Broward County Supervisor of Elections.

**Recommendation:**

Commission accept the Certified Election results of the March 17, 2020 Municipal Election

**Attachments:**

1. Broward County Supervisor of Elections Official Election Results.

CERTIFICATE OF COUNTY CANVASSING BOARD  
BROWARD COUNTY

We, the undersigned, KATHLEEN MCCARTHY, County Judge, MICHAEL UDINE , County Commissioner , PETER ANTONACCI , SOE, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Twenty-Seventh day of March, 2020 A.D., and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Nonpartisan Primary** held on the Seventeenth day of March, 2020 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

**For Mayor Lauderdale-By-The-Sea, the whole number of votes cast was 1,641 of which**

|                  |          |             |
|------------------|----------|-------------|
| John A. Graziano | received | 440 votes   |
| Chris Vincent    | received | 1,201 votes |

**For Mayor Lighthouse Point, the whole number of votes cast was 2,633 of which**

|                      |          |             |
|----------------------|----------|-------------|
| Everett Marshall III | received | 797 votes   |
| Glenn Troast         | received | 1,836 votes |

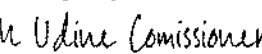
**For Mayor Pembroke Pines, the whole number of votes cast was 23,716 of which**

|                 |          |              |
|-----------------|----------|--------------|
| Angelo Castillo | received | 10,601 votes |
| Frank C. Ortis  | received | 13,115 votes |

**For City Commissioner - District 2 Pembroke Pines, the whole number of votes cast was 5,593 of which**

|                    |          |             |
|--------------------|----------|-------------|
| Mark P. O'Loughlin | received | 2,259 votes |
| Jay D. Schwartz    | received | 3,334 votes |

DocuSigned by:  
  
963E0A7AF1B6402  
COUNTY JUDGE

DocuSigned by:  
  
612866C3078D494  
COUNTY COMMISSIONER

DocuSigned by:  
  
182E81D3E220481  
SOE



## Town Commission Agenda Item Report

**Meeting Date:** March 31, 2020

**Submitted by:** Tedra Allen

**Submitting Department:** Administration

**Agenda Section:** NEW BUSINESS RELATED TO ELECTION RESULTS

---

**Subject Title:**

Swearing In / Oath of Office (Tedra Allen, Town Clerk)

**Explanation:**

The Town Clerk administered the Oath of Office to the three newly elected Commissioners as required by Section 2-61 of the Town Charter. Each newly elected Commissioner was individually sworn in remotely due to COVID-19.

**Recommendation:**

N/A

**Attachments:**

1. Oath of Office



## **OATH OF OFFICE**

*I do solemnly swear (or affirm) that I am a citizen of the United States of America and a resident of the State of Florida and of the Town of Lauderdale-By-The-Sea, and have all of the qualifications as required by the Charter for the office upon which I am about to enter; that I will support the Constitution of the United States, the Constitution of the State of Florida, and the laws and ordinances of the Town of Lauderdale-By-The-Sea; and that I will faithfully perform the duties of the office upon which I am now about to enter.*

---

*Tedra Allen, CMC  
Town Clerk*

*State of Florida  
County of Broward*

*Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by*

*\_\_\_\_\_, who is personally know to me.*

---

*Signature of Notary Public*

Notary Stamp



## Town Commission Agenda Item Report

**Meeting Date:** March 31, 2020

**Submitted by:** Tedra Allen

**Submitting Department:** Administration

**Agenda Section:** NEW BUSINESS RELATED TO ELECTION RESULTS

---

### **Subject Title:**

Personal Code of Conduct for the Town Commission (Tedra Allen, Town Clerk)

### **Explanation:**

In 2010 the Town Commission established a Code of Conduct for themselves. The first signing ceremony was done in July 2010. Since then each time a new Commission is seated, every Commissioner has signed the Code of Conduct and agreed to abide by it.

### **Recommendation:**

Commission direction whether to continue with the recent practice and execute the Code of Conduct. If the Commission desires to continue with the practice, the Code of Conduct will be presented for execution at the next scheduled Commission Meeting.

### **Attachments:**

1. Personal Code of Conduct

# **Town of Lauderdale-By-The-Sea**

## **Personal Code of Conduct For The Town Commission**

### **PREAMBLE**

Improving the quality of public administration and governance can be achieved by encouraging high standards of conduct on the part of all government officials. In particular, the public is entitled to expect the highest standards of conduct from the Commissioners that it elects to local government office. In turn, adherence to these standards will protect and maintain the Town of Lauderdale-By-The-Sea's reputation and integrity.

To these ends, the Town Commission of the Town of Lauderdale-By-The-Sea, as one of several initiatives, adopts this *Personal Code of Conduct for The Town Commission*. It covers the Commissioners, the Vice-Mayor and the Mayor (referred to as "Commissioners"). It is intended to supplement and be compatible with the state and local laws governing the conduct of Commissioners, and shall not be interpreted to require conduct that would violate any applicable law.

The key statements of principle that underlie the *Code of Conduct* are as follows:

- Commissioners should serve, and be seen to serve, their constituents in a conscientious and diligent manner.
- Commissioners should be committed to performing the functions of their office with integrity.
- Commissioners should avoid the improper use of the influence of their office, and conflicts of interest, both apparent and real.
- Commissioners are expected to perform their duties in office and arrange their private affairs in a manner that promotes public confidence and will bear close public scrutiny.
- Commissioners should seek to serve the public interest by upholding both the letter and the spirit of all applicable laws and policies of the United States of America, of the State of Florida, of Broward County, and of the Town.
- Commissioners are expected to conduct themselves with the utmost professionalism, so that they may be worthy of the respect of others at all times.
- Commissioners are expected to refrain from personal agendas, attacks or intimidation of others.

### **USE OF TOWN PROPERTY, SERVICES AND OTHER RESOURCES**

Commissioners should not use, or permit the use of, Town land, facilities, equipment, supplies, services, staff or other resources for activities other than the business of the Town. Nor should Commissioners obtain personal financial gain from their role as Commissioner.

## **Town of Lauderdale-By-The-Sea Personal Code of Conduct For The Town Commission**

### **DISCREDITABLE CONDUCT**

All Commissioners have a duty to treat members of the public, one another, and staff appropriately and without abuse, bullying or intimidation, and to ensure that their work environment is free from discrimination and harassment.

### **IMPROPER USE OF INFLUENCE**

Commissioners should not use the influence of their office for any purpose other than for the exercise of their official duties.

Examples of prohibited conduct are the use of one's status as a Commissioner to improperly influence the decision of another person, to the private advantage of oneself, or one's parents, children or spouse, staff members, friends, or associates, business or otherwise. This includes attempts to secure preferential treatment, beyond activities in which Commissioners normally engage on behalf of their constituents as part of their official duties. Also prohibited is the holding out of the prospect or promise of future advantage, through a Commissioner's supposed influence over the Commission, in return for present or future action or inaction.

### **CONDUCT AT COMMISSION, BOARD AND COMMITTEE MEETINGS**

Commissioners should conduct themselves with decorum at Commission, Board and Committee meetings, treating others with respect and professionalism. Commissioners should abide by the rules and regulations agreed to during the Organizational Meeting held after each election. There should be no politicking from the dais, using rhetoric that is designed only to improve one's own status or gain political advantage.

### **REPRISALS AND OBSTRUCTION**

Commissioners should respect the integrity of this *Code of Conduct* and matters related to it. Any reprisal or threat of reprisal against a person providing information to the Commission about a potential deviation from this Code is therefore prohibited.

### **SUNSHINE LAW COMPLIANCE**

In order to maintain compliance with the Sunshine Law, Commissioners should not directly or indirectly communicate with one another regarding Town business by any means of communication unless they are at a publicly noticed meeting. If a Commissioner desires to provide factual information to other Commissioners regarding Town business, the Commissioner should provide such information directly to the Town Manager with a request for distribution. Statements of opinion or of preferred policy should be submitted in the form of an agenda item request for consideration on a Town Commission meeting agenda.

**Town of Lauderdale-By-The-Sea**  
**Personal Code of Conduct For The Town Commission**

**ENFORCEMENT**

The Commission shall be the sole judge of any deviations from the Code of Conduct. The sole remedy for such a deviation shall be a vote of censure by a supermajority of the Commission (4 out of 5 votes), following notice of the alleged deviation and an opportunity for the Commissioner whose conduct is being questioned to be heard by the Commission regarding the alleged deviation.

*The undersigned Commissioners hereby agree to follow this Code of Conduct during the term of office from 2020 to 2022, and to be accountable to each other for their compliance.*

\_\_\_\_\_  
Mayor Chris Vincent

\_\_\_\_\_  
Commissioner Elliot Sokolow – Seat 1

\_\_\_\_\_  
Commissioner Randy Strauss – Seat 2

\_\_\_\_\_  
Commissioner Edmund Malkoon – Seat 3

\_\_\_\_\_  
Commissioner Alfred Oldaker – Seat 4



## Town Commission Agenda Item Report

**Meeting Date:** March 31, 2020

**Submitted by:** Tedra Allen

**Submitting Department:** Administration

**Agenda Section:** NEW BUSINESS RELATED TO ELECTION RESULTS

---

**Subject Title:**

Commission Remarks



## Town Commission Agenda Item Report

**Meeting Date:** March 31, 2020

**Submitted by:** Bill Vance

**Submitting Department:** Administration

**Item Type:** Report

**Agenda Section:** NEW BUSINESS

---

**Subject Title:**

COVID-19 (Coronavirus) Update

**Explanation:**

Update regarding COVID-19 (Coronavirus) impact on the Town of Lauderdale-By-The-Sea

**Recommendation:**

**Attachments:**

1. State of Florida Executive Order No. 20-51 dated March 1, 2020
2. State of Florida Executive Order No. 20-52 dated March 9, 2020
3. State of Florida Executive Order No. 20-68 dated March 17, 2020
4. Broward County Declaration of Emergency dated March 17, 2020
5. LBTS letter from the Mayor dated March 12, 2020
6. LBTS Declaration of Public Emergency dated March 13, 2020
7. LBTS Declaration of Public Emergency dated March 18, 2020

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-51

(Establishes COVID-19 Response Protocol and Directs Public Health Emergency)

**WHEREAS**, Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

**WHEREAS**, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern; and

**WHEREAS**, in response to the recent COVID-19 outbreak in China, Iran, Italy and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

**WHEREAS**, in response to the recent COVID-19 outbreak in Japan, the CDC has advised older travelers and those with chronic medical conditions to avoid nonessential travel and all travelers to exercise enhanced precautions; and

**WHEREAS**, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, use of alcohol-based hand sanitizers with 60%-95%

alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

**WHEREAS**, two individuals in the State of Florida tested presumptively positive for COVID-19, including a resident of Manatee County and a resident of Hillsborough County; and

**WHEREAS**, the CDC currently recommends mitigation measures in communities with COVID-19 cases, including staying at home when sick, keeping away from others who are sick and staying at home when a household member is sick with respiratory disease symptoms or if instructed to do so by public health officials or a health care provider; and

**WHEREAS**, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled and that residents and visitors in Florida remain safe and secure;

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I direct the State Health Officer and Surgeon General, Dr. Scott Rivkees, to declare a public health emergency in the State of Florida, pursuant to his authority in section 381.00315, Florida Statutes. The State Health Officer is authorized and directed to use his judgment as to the duration of this public health emergency.

Section 2. In accordance with section 381.0011(7), Florida Statutes, I direct the State Health Officer to take any action necessary to protect the public health.

Section 3. I direct the State Health Officer to follow the guidelines established by the CDC in establishing protocols to control the spread of COVID-19 and educate the public on prevention.

Section 4. In accordance with section 381.0011(7), Florida Statutes, I designate the Florida Department of Health as the lead state agency to coordinate emergency response activities among the various state agencies and local governments. The State Health Officer, or his designee, shall advise the Executive Office of the Governor on the implementation of these emergency response activities.

Section 5. All actions taken by the State Health Officer with respect to this emergency before the issuance of this Executive Order are ratified.

Section 6. The Florida Department of Health will actively monitor, at a minimum, all persons meeting the definition of a Person Under Investigation (“PUI”) as defined by the CDC for COVID-19 for a period of at least 14 days or until the PUI tests negative for COVID-19. Active monitoring by the Florida Department of Health will include at least the following:

- A. Risk assessment within 24 hours of learning an individual meets the criteria for a PUI.
- B. Twice-daily temperature checks.

Section 7. The Florida Department of Health, pursuant to its authority in section 381.00315, Florida Statutes, will ensure that all individuals meeting the CDC’s definition of a PUI are isolated or quarantined for a period of 14 days or until the person tests negative for COVID-19.

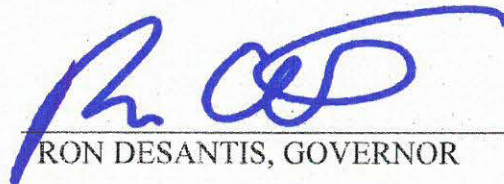
Section 8. I hereby direct the Florida Department of Health to make its own determinations as to quarantine, isolation and other necessary public health interventions as permitted under Florida law.

Section 9. I direct all agencies under the direction of the Governor to fully cooperate with the Florida Department of Health, and any representative thereof in furtherance of this Order.

Agencies not under the direction of the Governor are requested to provide such assistance as is required.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 1st day of March, 2020.

  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

  
\_\_\_\_\_  
SECRETARY OF STATE

FILED  
2020 MAR - 1 PM 9:31  
TALLAHASSEE, FLORIDA

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

**WHEREAS**, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

**WHEREAS**, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

**WHEREAS**, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

**WHEREAS**, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and

**WHEREAS**, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

**WHEREAS**, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

**WHEREAS**, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.

Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

B. Designate additional Deputy State Coordinating Officers, as necessary.

C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- 2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);
- 3) Incurring obligations;
- 4) Employment of permanent and temporary workers;
- 5) Utilization of volunteer workers;
- 6) Rental of equipment;
- 7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,
- 8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State

building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

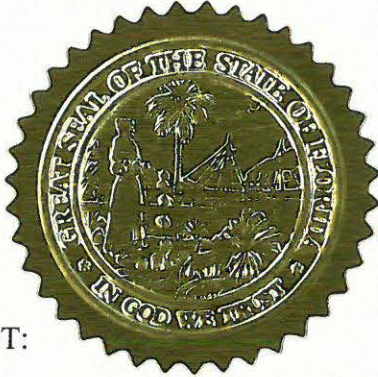
- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



ATTEST:

*Laurel M. Lee*  
\_\_\_\_\_  
SECRETARY OF STATE

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of March, 2020.

*[Signature]*  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

FILED  
2020 MAR -9 PM 5:52  
TALLAHASSEE, FLORIDA

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-68 (Emergency Management - COVID-19)

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention ("CDC") issued the 15 Days to Slow the Spread guidance advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

**WHEREAS**, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1.      Bars, Pubs and Nightclubs

A. Pursuant to sections 252.36(5)(g)-(h), Florida Statutes, any licensee authorized to sell alcoholic beverages for consumption on premises that derive more than 50% of its gross revenue from the sale of alcoholic beverages shall suspend all sale of alcoholic beverages for thirty days from the date of this order, effective at 5 p.m. today, March 17, 2020.

B. The Department of Business and Professional Regulation shall utilize its authorities under Florida law to further implement and enforce the provisions of this Section and shall take additional measures with respect to bars, pubs and nightclubs as necessary to protect the public health, safety and welfare.

Section 2.      Beaches

Pursuant to section 252.36(5)(k), Florida Statutes, I direct parties accessing public beaches in the State of Florida to follow the CDC guidance by limiting their gatherings to no more than 10 persons, distance themselves from other parties by 6 feet, and support beach closures at the discretion of local authorities.

Section 3.      Restaurants

A. Pursuant to section 252.36(5)(g), Florida Statutes, a restaurant shall immediately limit its occupancy to 50% of its current building occupancy.

B. Pursuant to section 252.36(5)(g), Florida Statutes, a restaurant shall follow the CDC guidance by ensuring, at minimum, a 6-foot distance between any group of patrons and limiting parties to no more than 10 individuals.

C. The Department of Business and Professional Regulation shall ensure all restaurants implement employee screening and prohibit any employee from entering the restaurant premises if they meet any of the criteria listed below:

1) Any person infected with COVID-19 who has not had two consecutive negative test results separated by 24 hours;

2) Any person showing, presenting signs or symptoms of, or disclosing the presence of a respiratory infection, including cough, fever, shortness of breath or sore throat;

3) Any person who has been in contact with any person(s) known to be infected with COVID-19, who has not yet tested negative for COVID-19 within the past 14 days;

4) Any person who traveled through any airport within the past 14 days; or

5) Any person who traveled on a cruise ship within the past 14 days.

D. The Department of Business and Professional Regulation shall utilize its authorities under Florida law to further implement and enforce the provisions of this Section and shall take additional measures with respect to bars, pubs and nightclubs as necessary to protect the public health, safety and welfare.

For purposes of this section, "restaurant" shall include any Food Service Establishment, licensed under Chapter 500, Florida Statutes, and Public Food Service Establishment, licensed under Chapter 509, Florida Statutes.

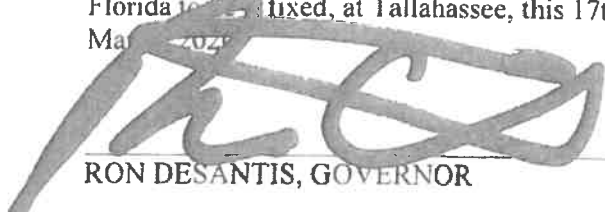
Section 4. This Executive Order shall expire thirty days from this date unless extended.



ATTEST:

  
SECRETARY OF STATE

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 17th day of May, 2020.

  
RON DESANTIS, GOVERNOR

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-83

(Emergency Management - COVID-19 –Protective Measures for Vulnerable Populations,  
Gatherings of Private Citizens and Density of the Workforce)

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, according to the Centers for Disease Control and Prevention (CDC), older adults and people of any age with serious underlying medical conditions are particularly at risk for severe illness or death due to COVID-19; and

**WHEREAS**, on March 16, 2020, President Donald J. Trump and the CDC issued “15 Days to Slow the Spread” guidance advising individuals to avoid social gatherings in groups of more than 10 people and advising older persons and persons with serious underlying health conditions to stay home and away from others; and

**WHEREAS**, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1.

A. I hereby direct the State Surgeon General and State Health Officer to issue a public health advisory to all persons over 65 years of age urging them to stay home and to take such other measures as necessary to limit their risk of exposure to COVID-19.

B. I further direct the State Surgeon General and State Health Officer to issue a public health advisory to persons that have a serious underlying medical condition that places them at a high risk of severe illness from COVID-19. Consistent with CDC guidance, such conditions include, but not limited to, chronic lung disease or moderate to severe asthma; serious heart conditions; immunocompromised status, including those in cancer treatment; and severe obesity. The Surgeon General's advisory must urge these persons to stay home and to take such other measures as necessary to limit their risk of exposure to COVID-19.

Section 2. I hereby direct the State Surgeon General and State Health Officer to issue a public health advisory against all social or recreational gatherings of 10 or more people.

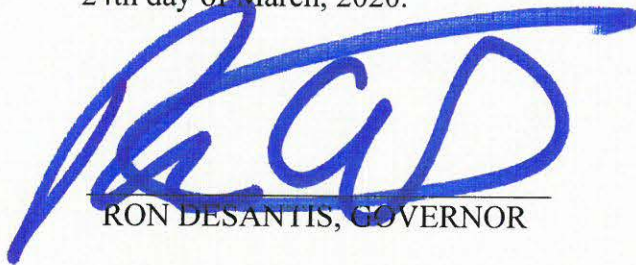
Section 3. I hereby direct the State Surgeon General and State Health Officer to issue a public health advisory to those who can work remotely urging them to do so.

Section 4. Any action(s) taken or document(s) issued by the State Surgeon General and State Health Officer pursuant to this Executive Order shall not constitute a rule as defined in section 120.52(16), Florida Statutes, and are specifically exempted from any and all requirements or procedures outlined in chapter 120 and section 252.46, Florida Statutes.

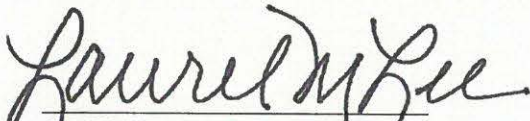
Section 5. This Executive Order shall expire upon the expiration of Executive Order 20-52, including any extensions.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 24th day of March, 2020.

  
RON DESANTIS, GOVERNOR

ATTEST:

  
SECRETARY OF STATE

FILED  
2020 MAR 24 PM 9:28  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-87

(Emergency Management - COVID-19 – Vacation Rental Closures)

**WHEREAS**, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures; and

**WHEREAS**, the CDC has cautioned against non-essential travel within the United States; and

**WHEREAS**, Florida is experiencing an increase in individuals fleeing to Florida from out-of-state locations where “shelter-in-place” orders are being implemented and/or community spread exists; and

**WHEREAS**, many cases of COVID-19 in Florida have resulted from individuals coming into the State of Florida from international travel and other states, posing great risk to Florida residents; and

**WHEREAS**, vacation rentals and third-party platforms advertising vacation rentals in Florida present attractive lodging destinations for individuals coming into Florida; and

**WHEREAS**, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1.      Vacation Rentals

I hereby order all parties engaged in rental of vacation rental properties, as defined in section 509.242(1)(c), Florida Statutes, to suspend vacation rental operations. Vacation rentals are prohibited from making new reservations or bookings and shall not accept new guests for check-in for the duration of this order. This directive shall include the:

A.    Rental of any house, condominium, cooperative, or dwelling unit that is also a transient public lodging establishment, as defined under Section 509.013(4)(a), Florida Statutes; and

- i.        Which is rented for periods of less than 30 days or 1 calendar month, whichever is less; or
- ii.       Which is advertised or held out to the public as a place regularly rented to guests; or
- iii.      Which is otherwise regulated by the Department of Business and Professional Regulation (“DBPR”) as a vacation rental pursuant to section 509.241, Florida Statutes.

B.    This directive shall not include the following:

- i.        Hotels, motels, inns, resorts, non-transient public lodging establishments,

- or time share projects; or
- ii. Long-term rentals; or
- iii. Rental stays where guests are currently staying in a vacation rental or have previously booked a stay and are schedule to check-in no later than March 28, 2020; or
- iv. Rentals to persons performing military, emergency, governmental, health or infrastructure response, or travelers engaged in non-vacation commercial activities.

Section 2. Violations of the Order

A. DBPR shall supplement this directive with guidance or directives as necessary to implement the order and shall take steps necessary to inspect licensed properties or third-party platforms whereby Florida vacation rentals may be advertised.

B. DBPR shall revoke the vacation rental license of any party that violates this order or otherwise advertises vacation rental opportunities during the duration of this order; and

C. DBPR shall alert the state authorities to evidence of violations or attempts to violate this order; and

D. Parties that violate this order or attempt to violate the order through advertising or other means of solicitation may be charged with a second-degree misdemeanor, punishable as provided in Sections 775.082 or 775.083, Fla. Stat.

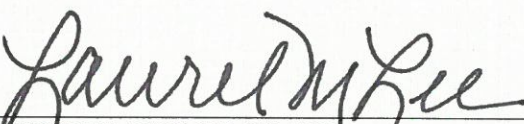
Section 3. This Executive Order shall expire in 14 days unless extended by subsequent order.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 27th day of March, 2020.

  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

  
\_\_\_\_\_  
SECRETARY OF STATE

FILED  
2020 MAR 27 PM 5:24  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-88

(Emergency Management – COVID-19 – Re-employment of Essential Personnel)

**WHEREAS**, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures, such as avoiding gatherings of more than 10 people, and in states with evidence of community spread, recommending restrictions to certain establishments conducive to mass gatherings and congregations; and

**WHEREAS**, on March 29, 2020, the President extended such guidance to be in effect until April 30, 2020; and

**WHEREAS**, Florida’s growing population of COVID-19 cases necessitates increased state-wide resources dedicated to law enforcement, emergency response, and medical attention to combat the spread of COVID-19; and

**WHEREAS**, governmental entities across Florida are working tirelessly to support the COVID-19 response effort by providing mission critical support to protect all Floridians; and

**WHEREAS, a key resource during this state of emergency is having enough trained essential personnel to cope with the sudden increased workload demands for the duration of the COVID-19 state of emergency; and**

**WHEREAS, employees of Florida Retirement System (“FRS”) participating employers may be temporarily unable to report to work due to possible COVID-19 exposure or quarantines related to COVID-19, which might impact essential governmental functions; and**

**WHEREAS, training new employees to serve in such positions requires significant time and resources that may be better utilized in support of the response effort; and**

**WHEREAS, many recently retired FRS employees possess the necessary skills and training to immediately assist with Florida’s COVID-19 response; and**

**WHEREAS, the essential governmental functions of FRS participating employers should not be hindered by the termination and re-employment limitations pertaining to recently retired essential personnel during the COVID-19 state of emergency; and**

**WHEREAS, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled, and that residents and visitors in Florida remain safe and secure.**

**NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:**

**Section 1. I hereby declare that certain FRS employees who have retired since October 1, 2019, or who may retire prior to or on August 1, 2020 under a state administered retirement system (i.e., FRS Pension Plan service retirement or Deferred Retirement Option Program (“DROP”), FRS Investment Plan, State University System Optional Retirement Program, Community College System Optional Retirement Program, and Senior Management Service**

Optional Retirement Program), may have the requirements of Section 121.091(9), F.S., tolled for completion of the 6-month termination period and the 7<sup>th</sup>-12<sup>th</sup> month re-employment limitation period if the re-employment or continued employment assists the COVID-19 emergency response. Any other statutory provision or implementing regulation limiting such re-employment shall also be suspended. FRS participating employers may utilize recent retirees for emergency work without incurring liability or voiding the recent retirees' retirement. All FRS participating employers must comply with the notification provisions of Section 4 of this order.

Section 2. This order shall apply to employees in the following mission-critical categories:

- A. law enforcement officers,
- B. first responders, emergency management and public safety personnel,
- C. health and medical professionals and
- D. other critical COVID-19 response personnel as identified and determined by a state agency head.

Section 3. The following restrictions shall apply:

- A. Retired employees re-entering the workforce under this order shall not accrue retirement benefits related to the time of re-employment up to a period that shall not extend beyond August 1, 2022. Any person re-employed under the order will not have retirement voided or benefits suspended due to such re-employment.
- B. Re-employment shall be permitted until thirty (30) days after the expiration of Executive Order 20-52, or any extension thereof, not to extend beyond August 1, 2022.
- C. Once the re-employment ceases, the time toward completion of the 6-month re-employment period and the 7<sup>th</sup>-12<sup>th</sup> month re-employment limitation period will cease to be tolled.

Section 4. Any FRS participating employer who intends to utilize recent retirees for emergency work shall provide to the Department of Management Services ("DMS"), Division of Retirement, the list of recent retirees who will provide emergency work to them under the duration of the COVID-19 state of emergency. The FRS participating employer must certify that the listed recent retirees will be providing work or services directly related to essential governmental functions in response to the COVID-19 emergency.

Section 5. I hereby direct DMS to issue guidance and subsequent action, as necessary, to implement this directive.

Section 6. This Executive Order shall expire upon the expiration of Executive Order 20-52, including any extensions.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 30th day of March, 2020.

A large, stylized handwritten signature in black ink, which appears to be "Ron DeSantis".  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

A handwritten signature in black ink, which appears to be "Laurel M. Lee".  
\_\_\_\_\_  
SECRETARY OF STATE

2020 MAR 30 PM 5:26

FILED

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-89

(Emergency Management – COVID-19 – Miami-Dade County, Broward County, Palm Beach County, Monroe County Public Access Restrictions)

**WHEREAS**, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures, such as avoiding gatherings of more than 10 people, and in states with evidence of community spread, recommending restrictions to certain establishments conducive to mass gatherings and congregations; and

**WHEREAS**, on March 29, 2020, the President extended such guidance to be in effect until April 30, 2020; and

**WHEREAS**, Miami-Dade County, Broward County, and Palm Beach County have already implemented orders restricting certain public access to non-essential retail and commercial establishments; and

**WHEREAS**, over sixty (60) percent of Florida’s identified COVID-19 cases are in these neighboring southern counties, which make up a large percentage of Florida’s population; and

**WHEREAS**, my Administration has consulted with the authorities from Miami-Dade County, Broward County, Palm Beach County and Monroe County who seek to harmonize restricted public access mandates in order to establish uniformity and consistency throughout their counties of close proximity; and

**WHEREAS**, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled, and that residents and visitors in Florida remain safe and secure.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

**Section 1.** I hereby order Miami-Dade County, Broward County, Palm Beach County and Monroe County to restrict public access to businesses and facilities deemed non-essential pursuant to the guidelines established by Miami-Dade County pursuant to its March 19, 2020 Emergency Order 07-20, and as modified by subsequent amendments and orders prior to the date of this order.

**Section 2.** At their discretion, such county administrators may determine additional “essential” retail and commercial establishments—or other institutions providing essential services—that shall not be subject to complete closure. No county or local authority may restrict or prohibit any “essential” service from performing a function allowed under this order.

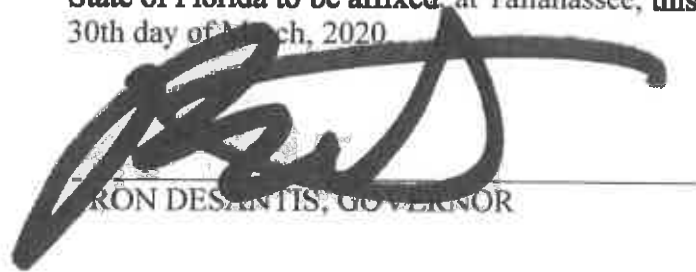
**Section 3.** Essential service establishments not subject to closure shall continue to determine, adopt and maintain reasonable measures to ensure sanitation and cleanliness of premises and items that may come into contact with employees and the public, and such establishments shall take reasonable action to ensure that people adhere to the CDC’s social distancing guidelines.

Section 4. The above-named counties shall not institute curfews pertaining to transit to or from the essential service establishments.

Section 5. This order shall remain in effect until April 15, 2020 unless renewed or otherwise modified by subsequent order.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 30th day of March, 2020.

  
RON DESANTIS, GOVERNOR

ATTEST:

  
SECRETARY OF STATE

FILED  
2020 MAR 30 PM 5:26

# *Declaration*

## DECLARATION OF EMERGENCY

**WHEREAS**, in Broward County, Florida, at least 38 people have tested presumptively positive for coronavirus disease 2019 (COVID-19), a serious respiratory illness that causes symptoms similar to influenza, including coughing, fever, and shortness of breath;

**WHEREAS**, COVID-19 constitutes a clear and present threat to the health, safety, and welfare of the people of Broward County;

**WHEREAS**, the World Health Organization has declared the outbreak a “pandemic” and a “public health emergency of international concern”;

**WHEREAS**, the U.S. Centers for Disease Control and Prevention (“CDC”) is recommending that travelers avoid all nonessential travel to and from countries designated by the CDC as Level 3 areas;

**WHEREAS**, the CDC has also warned older travelers and those with chronic medical conditions, such as heart disease, lung disease, compromised immune systems, or diabetes, to avoid nonessential travel globally, and further warns all travelers to exercise enhanced precautions;

**WHEREAS**, the CDC is predicting that it is “likely” that “widespread transmission” of COVID-19 will occur in the United States, and no vaccine or drug is currently available to combat COVID-19;

**WHEREAS**, Broward County residents should follow the recommendations of the CDC, taking commonsense, practical measures such as frequent hand washing, staying home and self-isolating when sick, covering coughs and sneezes, and practicing social distancing;

**WHEREAS**, President Trump declared a national emergency concerning COVID-19 on March 13, 2020;

**WHEREAS**, pursuant to Chapter 252, Florida Statutes, the Governor of Florida issued Executive Order 20-52, declaring a State of Emergency due to COVID-19 on March 9, 2020;

**WHEREAS**, Section 252.36, Florida Statutes, provides that a gubernatorial emergency declaration activates the emergency management plans of affected Florida counties;

**WHEREAS**, Broward County’s emergency management plan has been activated and the Emergency Operations Center is at a Level 2 activation;

**WHEREAS**, the Broward County Board of County Commissioners, on March 10, 2020, directed my office to “take any appropriate and necessary action to maintain the day-to-day business and operations of Broward County if isolation or containment measures regarding COVID-19 preclude regular meetings of the County Commission, including approving and executing agreements, approving solicitations, rankings, and bid awards, approving public hearing notices, and taking any other action necessary to act in the best interest of Broward County, subject to advance written notice to the Board and ratification by the Board at the next official public meeting of the County Commission for any action not otherwise within the current authority of the County Administrator”;

**WHEREAS**, Section 8-53 of the Broward County Code of Ordinances ("County Code") permits the County Administrator to declare a local State of Emergency when conditions such as those described above are found to exist and there is a danger of loss of life;

**WHEREAS**, Section 8-53 of the County Code empowers the County Administrator to exercise extraordinary powers during the existence of a State of Emergency, activate emergency management plans, and take prudent action necessary to ensure the health, safety, and welfare of residents of Broward County; and

**WHEREAS**, on March 10, 2020, I issued a Declaration of Emergency, declaring a Local State of Emergency in Broward County;

**NOW, THEREFORE,**

I, Bertha Henry, County Administrator of Broward County, Florida, do hereby find for the reasons set forth above that the local State of Emergency continues to exist within Broward County, Florida.

Pursuant to pertinent legal authorities, my Office is vested with all powers and authority granted to said position during the existence of the State of Emergency proclaimed hereby.

Furthermore, all procedures and formalities are hereby waived pursuant to state law and Section 8-53 of the County Code.

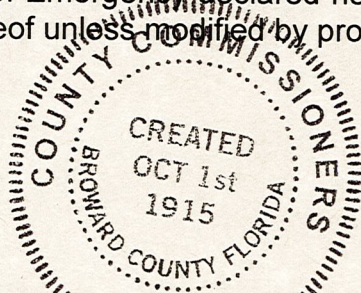
My Office shall issue such Emergency Orders as are required to conduct County business and to protect the health, safety, and welfare of people within Broward County, including, without limitation and to the extent permitted under applicable law or emergency authority, to institute a curfew, order the closure of County facilities, restrict travel and movement within Broward County, order evacuations, and such other actions deemed necessary for public safety.

Pursuant to the Broward County Emergency Management Plan, if I become unable to carry out my emergency powers and duties, the Deputy County Administrator, Monica Cepero, shall carry out those powers and duties.

All public officials and employees of Broward County are hereby directed to exercise the utmost diligence in the discharge of their duties for the duration of this emergency and in the execution of State and local emergency orders, regulations, and directives.

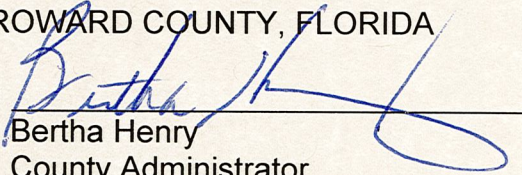
All people of Broward County are called upon and directed to comply with all necessary emergency measures, to cooperate with public officials and civil emergency/disaster service forces in executing emergency operational plans, and to obey and comply with the lawful direction of all properly identified public officers.

The State of Emergency declared hereby shall continue for seven days from the date and time hereof unless modified by proper authority.



BROWARD COUNTY, FLORIDA

By:

  
Bertha Henry  
County Administrator

RECEIVED AND FILED in the Records, Taxes and Treasury Division on this 17<sup>th</sup> day of March, 2020, at 9:22 A.m.



THE TOWN OF  
**LAUDERDALE-BY-THE-SEA**  
4501 N. OCEAN DRIVE,  
LAUDERDALE-BY-THE-SEA, FL 33308  
Phone: 954-640-4200; Fax: 954-640-4236

March 12, 2020

Because of increased concern about the spread of Coronavirus and the impact it is having around the globe, I have declared a State of Emergency today in Lauderdale-By-The-Sea. This action allows the Town to take necessary and prudent actions as required to ensure the health, safety and welfare of residents, visitors and our business community.

All Lauderdale-By-The-Sea special event permits have been cancelled, including Friday Night Music and St. Patrick's Day. Also starting Friday, March 13, the Town will cancel all classes and programs at its Community Center in Jarvis Hall until further notice. Yoga By The Sea in El Prado Park and Dancing by the Sea at the Ocean Plaza in Anglin's Square are also cancelled.

It's important to note that the March 17 election will take place as scheduled. Residents are encouraged to vote early. The closest early voting site is the Coral Ridge Mall, 3200 N. Federal Highway, Fort Lauderdale. Early voting ends on Sunday at 6PM. For more information on early voting, call the Broward Supervisor of Elections at 954-357-7050.

Understandably, this impacts our way of life here. It is vital to ensure we do all we can to safeguard our community. Please know I personally appreciate your understanding and cooperation and thank you so much for your support and friendship.

Sincerely,

Mayor Chris Vincent  
Lauderdale-By-The Sea



## **LOCAL DECLARATION OF PUBLIC EMERGENCY TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**

**WHEREAS**, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

**WHEREAS**, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

**WHEREAS**, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan, and South Korea, the Centers for Disease Control and Prevention (the “CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

**WHEREAS**, on March 2, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 7, 2020, Governor DeSantis directed the Director of the Division of Emergency Management to activate the State of Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

**WHEREAS**, on March 9, 2020, eight counties in Florida, including Broward County, have positive cases for COVID-19; and COVID-19 poses a risk to the entire state of Florida; and

**WHEREAS**, on March 10, 2020, Broward County Commission authorized the County Administrator to declare an emergency for Broward County due to COVID-19, and she did so that same day for the next seven (7) days; and

**WHEREAS**, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available, and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

**WHEREAS**, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

**WHEREAS**, Chapter 252.38(3)(a) Florida Statutes, gives authority to political subdivisions such as the Town to declare and enact a State of Local Emergency for a period of up to seven (7) days, thereby waiving the procedures and formalities otherwise required of the political subdivision by law, and;

**WHEREAS**, Executive Order 20-52, issued on March 9, 2020, provides political subdivisions within the State with the authority to waive procedures and formalities otherwise required by law pertaining to:

- performing of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- entering into contracts;
- incurring obligations;
- employment of permanent and temporary workers;
- utilization of volunteer workers;
- rental of equipment;
- acquisition and distribution, with or without compensation, of supplies, materials and facilities; and
- appropriation and expenditure of public funds; and

**WHEREAS**, in consultation with the Town Manger, the Mayor of the Town of Lauderdale-By-The-Sea has determined that it is necessary to declare a State of Local Emergency to exercise the necessary powers permitted by Chapter 252, Florida Statutes, so as to ensure the preparations and response of the Town will be sufficient to address COVID-19.

**NOW THEREFORE, I, THE MAYOR OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, HEREBY PROCLAIM AND DECLARE:**

**SECTION 1.** That a State of Local Public Emergency is declared for the Town of Lauderdale-By-The-Sea, Florida.

**SECTION 2.** That this declaration of Local Public Emergency shall be in effect for seven days from this date unless earlier terminated.

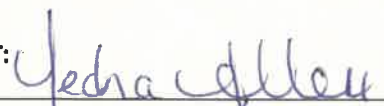
**SECTION 3.** That this Declaration authorizes the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the community, and that such actions shall be reported to and are subject to ratification at the next meeting of the Town Commission.

**SECTION 4.** That this declaration shall be filed promptly with the Town Clerk and shall be given prompt and general publicity.

**SECTION 5.** That this proclamation shall take effect immediately upon its issuance.

**SO DECLARED AND ORDERED THIS 13<sup>th</sup> DAY OF MARCH 2020.**

  
Mayor Chris Vincent  
Town of Lauderdale-By-The-Sea

**ATTEST:**   
Tedra Allen, Town Clerk



**UPDATED LOCAL DECLARATION OF PUBLIC EMERGENCY  
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**

**WHEREAS**, Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 2, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a state of emergency for the State of Florida for sixty days unless extended, and providing political subdivisions within the State with the authority to waive procedures and formalities otherwise required by law pertaining to:

- performing of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- entering into contracts;
- incurring obligations;
- employment of permanent and temporary workers;
- utilization of volunteer workers;
- rental of equipment;
- acquisition and distribution, with or without compensation, of supplies, materials and facilities; and
- appropriation and expenditure of public funds; and

**WHEREAS**, on March 13, 2020, the Mayor declared a public emergency in the Town for seven days unless earlier terminated; and

**WHEREAS**, on March 16, 2020, the White House issued guidelines recommending the avoidance of gatherings of 10 people or more; and

**WHEREAS**, on March 17, 2020, the Governor issued Executive Order 20-68, requiring that all licensees authorized to sell alcoholic beverages for consumption on premises that derive more than 50% of its gross revenue from the sale of alcoholic beverages suspend all sale of alcoholic beverages for 30 days from March 17, 2020; and

**WHEREAS**, Executive Order 20-68 directs parties accessing public beaches to follow CDC guidelines by limiting their gathering to no more than 10 people and distance themselves from other parties by 6 feet, and supports the closure of beaches by local municipalities; and

**WHEREAS**, additionally, Executive Order 20-68 ordered that all restaurants limit occupancy to 50% of their current building occupancy and follow the CDC guidelines ensuring, at a minimum, a 6-foot distance between any group of patrons and limiting parties to no more than 10 individuals; and

**WHEREAS**, Section 5.2 of the Town Charter authorizes the Mayor to govern during times of grave public danger or emergency.

**NOW THEREFORE, I, THE MAYOR OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, HEREBY PROCLAIM AND DECLARE:**

**SECTION 1.** All public beaches in the Town of Lauderdale-By-The-Sea, from the Atlantic Ocean to the easternmost sidewalk of A1A or to any right-of-way or property line abutting the beach, are closed.

**SECTION 2.** All licensees authorized to sell alcoholic beverages for consumption on premises that derive more than 50% of its gross revenue from the sale of alcoholic beverages, shall close.

**SECTION 3.** All restaurants, cafeterias, and other food service establishments are mandated to cease all on-premises service. However, such establishments may continue to operate their kitchens for drive-thru, delivery, take-out, and exterior pick-up food services.

**SECTION 4.** This Declaration shall be in effect for as long as the State of Florida state of emergency is in effect, unless this Declaration is earlier terminated.

**SECTION 5.** This Declaration authorizes the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the community, and requires that such actions shall be reported to and are subject to ratification at the next meeting of the Town Commission.

**SECTION 6.** This Declaration shall be filed promptly with the Town Clerk and shall be given prompt and general publicity.

**SECTION 7.** Section 3 of this Declaration shall take effect at 10:00 pm on March 18, 2020. The remainder of this Declaration shall take effect immediately.

**SO DECLARED AND ORDERED THIS 18th DAY OF MARCH 2020.**



Mayor Chris Vincent  
Town of Lauderdale-By-The-Sea

**ATTEST:**

  
Tedra Allen, Town Clerk



**UPDATED LOCAL DECLARATION OF PUBLIC EMERGENCY  
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**

**March 27, 2020**

**WHEREAS**, Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 2, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency due to COVID-19; and

**WHEREAS**, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida and providing political subdivisions within the State with the authority to waive procedures and formalities otherwise required by law pertaining to:

- performing of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- entering into contracts;
- incurring obligations;
- employment of permanent and temporary workers;
- utilization of volunteer workers;
- rental of equipment;
- acquisition and distribution, with or without compensation, of supplies, materials and facilities;
- appropriation and expenditure of public funds; and

**WHEREAS**, Section 5.2 of the Town Charter authorizes the Mayor to govern during times of grave public danger or emergency; and

**WHEREAS**, on March 13, 2020, the Mayor declared a public emergency in the Town, and on March 18, 2020, declared further provisions related to this emergency; and

**WHEREAS**, on March 20, 2020, Governor DeSantis issued Executive Order 20-69, "Emergency Management - COVID-19 Local Government Public Meetings"; and

**WHEREAS**, for the duration of this state of emergency, Executive Order 20-69 suspends any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place, and authorizes a local government body to hold public meetings through the use of communications media technology such as telephonic and video conferencing, as provided in Section 120.54(5)(b)2, Fla. Stat.; and

**WHEREAS**, the City now desires to implement procedures and rules, consistent with the Governor's Executive Order 2020-69, to enable public meetings utilizing communications media technology, such as telephonic and video conferencing.

**NOW THEREFORE, I, THE MAYOR OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, HEREBY PROCLAIM AND DECLARE:**

**SECTION 1.** In accordance with Executive Order 20-69, I hereby order the implementation of the following rules of procedure for Town meetings utilizing communications media technology:

- a) As used in these rules, "communications media technology" means the electronic transmission of printed matter, audio, full-motion video, freeze-frame video, compressed video, or digital video by any method available, and includes but is not limited to telephonic and video conferencing.
- b) Prior to the commencement of any Town meeting, the Town shall post notice of the meeting in a manner consistent with Section 286.011, Florida Statutes. The notice shall include instructions on how to access the meeting either via telephone, video conference, or other communications media technology utilized by the Town. If the meeting provides the opportunity for public comment in general or on a specific agenda item, the notice shall also include instructions on how and when members of the public may submit comments or questions to be read at the meeting, which may be submitted before and, to the extent technologically practicable, during the meeting prior to the close of any public comment period.
- c) The Town Clerk shall ensure that the meeting complies with this Order and with all requirements of Section 286.011, Fla. Stat., which have not otherwise been suspended or waived pursuant to Executive Order 20-69, including the taking of minutes and making the meeting open to the public.
- d) Public comment shall be subject to the Town's decorum policies, set forth in Section 2-23 of the Town Code of Ordinances. Town Commission meetings shall also be governed by Resolution 2016-13 establishing the meeting procedures for such meetings.

**SECTION 2.** The orders and provisions of all of the Town's prior Local Declarations of Public Emergency shall remain in effect. Broward County Emergency Order 20-01 and the Governor's Executive Orders 20-51, 20-52, 20-68, 20-69, 20-70, 20-71, and 20-72 are hereby adopted and incorporated into the Town's Declarations.

**SECTION 3.** This Declaration shall be in effect for as long as the State of Florida state of emergency is in effect, unless this Declaration is earlier terminated.

**SECTION 4.** This Declaration authorizes the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the community, and requires that such actions shall be reported to and are subject to ratification at the next meeting of the Town Commission.

**SECTION 5.** This Declaration shall be filed promptly with the Town Clerk and shall be given prompt and general publicity.

**SECTION 6.** This Declaration shall take effect immediately.

**SO DECLARED AND ORDERED THIS 27th DAY OF MARCH 2020.**



Mayor Chris Vincent  
Town of Lauderdale-By-The-Sea

**ATTEST:**



Tedra Allen, Town Clerk



## **UPDATED LOCAL DECLARATION OF PUBLIC EMERGENCY**

### **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**

**March 27, 2020**

**WHEREAS**, Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 2, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to Novel Coronavirus Disease 2019 ("COVID-19"); and

**WHEREAS**, on March 13, 2020, the Mayor declared a public emergency in the Town for seven days unless earlier terminated; and

**WHEREAS**, on March 18, 2020, the Mayor issued an updated local declaration of public emergency, closing all Town beaches; requiring all licensees authorized to sell alcoholic beverages for consumption on premises that derive more than 50% of its gross revenue from the sale of alcoholic beverages to close; and requiring all restaurants, cafeterias, and other food service establishments are mandated to cease all on-premises service; and

**WHEREAS**, on March 20, 2020, the Mayor issued an updated local declaration of public emergency limiting all public gatherings to no more than 10 people; prohibiting tents, coolers, tables, chairs, and grills from all Town parks, portals, plazas, and rights-of-way; and authorizing the Broward Sheriff's Office to enforce all Town Local Declarations of Public Emergency, and any executive orders issued by the Governor that are just as stringent or more stringent than Town orders; and

**WHEREAS**, on March 26, 2020, Broward County Administrator Bertha Henry issued Emergency Order 20-03, strongly urging individuals to remain at home; and

**WHEREAS**, numerous other local governments and multiple states have adopted various versions of "shelter in place" and "safer at home" orders, designed to protect the health and well-being of the community, to create social distancing, and to minimize contact in an effort to limit community spread of COVID-19; and

**WHEREAS**, there have been confirmed cases of COVID-19 in local governments around the Town and there may be cases of COVID-19 within the Town jurisdictional boundaries; and

**WHEREAS**, to limit the potential community spread of COVID-19, it is now necessary for the Town to implement restrictions for the general health, safety, and welfare of the community; and

**WHEREAS**, pursuant to Sections 252.38(3) and 252.46, Florida Statutes, and Section 5.2 of the Town Charter, the Mayor has the power to govern during times of grave public danger or emergency.

**NOW THEREFORE, I, THE MAYOR OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, HEREBY PROCLAIM AND DECLARE:**

**SECTION 1. Safer at Home.** Each resident is hereby ordered to stay home and within the entirety of their owned or rented property. The order to stay at home does not require residents to confine themselves to the interior of their homes. Residents may make use of all exterior portions of their homes such as patios, porches, yards, and driveways. Residents may also leave their place of residence and travel to another place in accordance with Section 3, below.

**SECTION 2. Restricted Travel on Public Right of Way.** Unless a person has a Permissible Use as provided for in Section 3, below, no person shall travel or be on or upon any public right of way, including but not limited to, streets, canals, or sidewalks, within the boundaries of the Town of Lauderdale-by-the-Sea.

**SECTION 3. Permissible Use.** Notwithstanding Section 1 and 2, all residents and visitors in the Town may lawfully engage in the following activities:

- (1) **Essential Businesses.** Residents and visitors may engage in travel to Essential Businesses and provide minimum basic operations to non-essential businesses as identified in Broward County Emergency Orders 20-01 and 20-02, as further refined in Broward County Emergency Order 20-03; and as may be amended or extended. For clarity, businesses may also continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e., working from home).
- (2) **Emergency Assistance.** Residents and visitors may engage in travel and similar activities to obtain assistance from law enforcement, fire-rescue, or other emergency services.
- (3) **Personal Support Activities.** Residents and visitors may travel to and from their homes to care for or support a friend, companion, family member, pet or livestock, support groups, or a vulnerable person.
- (4) **Work in Support of Essential Businesses.** Residents and visitors in the Town may continue to perform work for and in support of businesses authorized to be open to the public in accordance with Broward County Emergency Order 20-01, 20-02, and 20-03, and any local government, the State government, or the Federal government.
- (5) **Outdoor Recreational Activities.** In areas not otherwise closed by a separate Emergency or Executive Order, residents may engage in outdoor activity and recreation while staying six (6) feet apart from another person or group of people, and so as long as residents are in compliance with size of public gatherings as defined in Section 7 below.
- (6) **Religious Activities.** Residents and visitors may travel to and from places of worship. Places of worship must comply with Social Distancing Requirements as defined in Section 4 below, to the greatest extent feasible and the size of public gatherings as defined in Section 7 below. Places of worship are encouraged to livestream their services in lieu of in-person gatherings.
- (7) **Government Employees and Emergency Personnel.** All first responders, gang and crisis intervention workers, public health workers, emergency management personnel, emergency dispatchers, law enforcement personnel and related contractors, persons working for emergency service providers, and government employees performing work in the course and scope of their employment are categorically exempt from this Order.
- (8) **Public Transit.** Public transit may be used for the above listed activities. People riding on public transit must comply with Social Distancing Requirements as defined in Section 4 below, to the greatest extent feasible.

**SECTION 4. Social Distancing Requirements.** A person in a public space shall:

- (1) Practice social distancing by staying at least 6 feet away whenever practicable from another person, excluding immediate family members, caretakers or, household members;
- (2) Cover all coughs and sneezes with their elbow or tissue;
- (3) Not shake hands;
- (4) Not enter any public place if the person exhibits any flu or COVID-19 like symptoms and/or has a fever over 99.9 degrees Fahrenheit unless that person is traveling to or from a hospital, doctor's office, urgent care, walk-in clinic, or pharmacy;
- (5) If a person is exhibiting flu or COVID-19 like symptoms or has a fever over 99.9 degrees Fahrenheit and is seeking medical treatment, the person shall first contact their medical provider by phone before appearing at the medical provider's office; and
- (6) If a person is exhibiting flu or COVID-19 like symptoms or has a fever over 99.9 degrees Fahrenheit and requires a prescription or a refill thereof and the pharmacy has a drive-thru window and/or delivery service, that person shall utilize the drive-thru window and/or delivery service to receive their medication.

**SECTION 5. Limit on Gatherings.** All gatherings of 10 or more people shall be prohibited except for those identified in Section 3 above. Social Distancing Requirements must be observed.

**SECTION 6. Exceptions for Utilities and Government Personnel.** Nothing in this Order shall be construed to limit or restrict movement or use of the public rights of way for use by other local governments, the state government, and federal government or their employees, and utility providers and contractors while engaged in their duties.

**SECTION 7. Enforcement.** This Order may be enforced by the Broward Sheriff's Office, acting as the Town's police department pursuant to Chapter 15 of the Town Code, and by other state or local agencies with jurisdiction, through issuance of Notices to Appear or arrest, pursuant to the provisions of Chapter 252, Florida Statutes, and other applicable state, County, and Town laws, rules and regulations, or by the Town's Code Compliance Department, through the issuance of Code Violations and Notices of Violation pursuant to applicable provisions of Florida law, Chapter 162, Florida Statutes, and Town Code.

**SECTION 8. Conflicts.** The orders and provisions of the Town's Local Declaration of Public Emergency issued on March 18 and 20, 2020, shall remain in effect. This Order is in addition to, and supplements, the Town's the Town's Emergency Orders, County Emergency Orders, and State of Florida Executive Orders and shall be strictly adhered to at all times. To the extent of any conflict between this Order and any previously issued Town, County, or State Order, the more stringent provisions shall control to the extent of such conflict.

**SECTION 9. Duration.** This Declaration shall be in effect for as long as the State of Florida state of emergency is in effect, unless this Declaration is earlier terminated.

**SECTION 10. Implementation.** This Declaration authorizes the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the community, and requires that such actions shall be reported to and are subject to ratification at the next meeting of the Town Commission.

**SECTION 11.      Publicity.** This Declaration shall be filed promptly with the Town Clerk and shall be given prompt and general publicity.

**SECTION 12.      Effective Date.** This Declaration shall take effect at 12:01 AM, Saturday, March 28, 2020.

**SO DECLARED AND ORDERED THIS 27th DAY OF MARCH 2020.**



Mayor Chris Vincent

Town of Lauderdale-By-The-Sea

**ATTEST:**



Tedra Allen, Town Clerk



**UPDATED LOCAL DECLARATION OF PUBLIC EMERGENCY  
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**

**March 27, 2020**

**WHEREAS**, Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 2, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency due to COVID-19; and

**WHEREAS**, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida and providing political subdivisions within the State with the authority to waive procedures and formalities otherwise required by law pertaining to:

- performing of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- entering into contracts;
- incurring obligations;
- employment of permanent and temporary workers;
- utilization of volunteer workers;
- rental of equipment;
- acquisition and distribution, with or without compensation, of supplies, materials and facilities;
- appropriation and expenditure of public funds; and

**WHEREAS**, Section 5.2 of the Town Charter authorizes the Mayor to govern during times of grave public danger or emergency; and

**WHEREAS**, on March 13, 2020, the Mayor declared a public emergency in the Town, and on March 18, 2020, declared further provisions related to this emergency; and

**WHEREAS**, on March 20, 2020, Governor DeSantis issued Executive Order 20-69, "Emergency Management - COVID-19 Local Government Public Meetings"; and

**WHEREAS**, for the duration of this state of emergency, Executive Order 20-69 suspends any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place, and authorizes a local government body to hold public meetings through the use of communications media technology such as telephonic and video conferencing, as provided in Section 120.54(5)(b)2, Fla. Stat.; and

**WHEREAS**, the City now desires to implement procedures and rules, consistent with the Governor's Executive Order 2020-69, to enable public meetings utilizing communications media technology, such as telephonic and video conferencing.

**NOW THEREFORE, I, THE MAYOR OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, HEREBY PROCLAIM AND DECLARE:**

**SECTION 1.** In accordance with Executive Order 20-69, I hereby order the implementation of the following rules of procedure for Town meetings utilizing communications media technology:

- a) As used in these rules, "communications media technology" means the electronic transmission of printed matter, audio, full-motion video, freeze-frame video, compressed video, or digital video by any method available, and includes but is not limited to telephonic and video conferencing.
- b) Prior to the commencement of any Town meeting, the Town shall post notice of the meeting in a manner consistent with Section 286.011, Florida Statutes. The notice shall include instructions on how to access the meeting either via telephone, video conference, or other communications media technology utilized by the Town. If the meeting provides the opportunity for public comment in general or on a specific agenda item, the notice shall also include instructions on how and when members of the public may submit comments or questions to be read at the meeting, which may be submitted before and, to the extent technologically practicable, during the meeting prior to the close of any public comment period.
- c) The Town Clerk shall ensure that the meeting complies with this Order and with all requirements of Section 286.011, Fla. Stat., which have not otherwise been suspended or waived pursuant to Executive Order 20-69, including the taking of minutes and making the meeting open to the public.
- d) Public comment shall be subject to the Town's decorum policies, set forth in Section 2-23 of the Town Code of Ordinances. Town Commission meetings shall also be governed by Resolution 2016-13 establishing the meeting procedures for such meetings.

**SECTION 2.** The orders and provisions of all of the Town's prior Local Declarations of Public Emergency shall remain in effect. Broward County Emergency Order 20-01 and the Governor's Executive Orders 20-51, 20-52, 20-68, 20-69, 20-70, 20-71, and 20-72 are hereby adopted and incorporated into the Town's Declarations.

**SECTION 3.** This Declaration shall be in effect for as long as the State of Florida state of emergency is in effect, unless this Declaration is earlier terminated.

**SECTION 4.** This Declaration authorizes the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the community, and requires that such actions shall be reported to and are subject to ratification at the next meeting of the Town Commission.

**SECTION 5.** This Declaration shall be filed promptly with the Town Clerk and shall be given prompt and general publicity.

**SECTION 6.** This Declaration shall take effect immediately.

**SO DECLARED AND ORDERED THIS 27th DAY OF MARCH 2020.**

  
\_\_\_\_\_  
Mayor Chris Vincent  
Town of Lauderdale-By-The-Sea

**ATTEST:**

  
\_\_\_\_\_  
Tedra Allen, Town Clerk



## Town Commission Agenda Item Report

**Meeting Date:** March 31, 2020

**Submitted by:** Bill Vance

**Submitting Department:** Administration

**Item Type:** Resolution

**Agenda Section:** RESOLUTIONS

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### **Subject Title:**

First Amendment to E-911 Participation Agreement (Bill Vance, Town Manager)

### **Explanation:**

Broward County has informed LBTS that the amendments are needed to align the performance standards and engagement process with the Operator Agreement with the Broward Sheriff's Office, to ensure compliance with Criminal Justice information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, and to permit municipalities to procure special municipal services above the base level of services. The amendments to the Regional Interlocal Agreement include a provision for municipalities to utilize third-party vendors to perform maintenance on subscriber radios so long as those vendors have been approved by the County, and permits existing Standard Operating Procedures to be updated (subject to review and recommendation by the applicable governance boards) and uniformly enforced to ensure the most current subscriber maintenance practices and operating policies and procedure are being used. Municipalities will have to financially contribute going forward.

### **Recommendation:**

Adopt Resolution 2020-11 authorizing the Town Manager to execute the First Amendment to the E-911 Participation Agreement.

### **Attachments:**

1. Resolution 2020-11
2. First Amendment to Participation Agreement and RILA.pdf

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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF LAUDERDALE-BY-THE-SEA FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM AND FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENTS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, Broward County (the “County”) owns and oversees the regional E-911 consolidated communications system (the “System”), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points; and

**WHEREAS**, to participate in the System, the County required each municipality to enter into the Agreement for Participation in the Consolidated Regional E-911 Communications System; and

**WHEREAS**, the Town Commission approved, and the Town executed, the Agreement between the County and the Town for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 25, 2013 (the “Participation Agreement”); and

**WHEREAS**, in conjunction with entering into the Participation Agreement, the Town also entered into a Regional Interlocal Agreement for Cooperative Participation in a Regional Public

Safety Intranet (“RILA”) with the County to allocate responsibilities for the deployment of technical resources and responsibilities for countywide public safety communications; and

**WHEREAS**, the First Amendment to the Participation Agreement and the First Amendment to the RILA, attached as Exhibit “A,” (collectively, the “First Amendment”) provide for revisions to acknowledge and adopt the updates to the Operator Agreement between the County and Broward Sheriff’s Office and the operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system; and

**WHEREAS**, the Town Commission deems it to be in the best interests of the Town to approve and authorize execution of the First Amendment.

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

**Section 1. Recitals.** Each “WHEREAS” clause set forth is true and correct and herein incorporated by this reference.

**Section 2. Amendment Approved.** The First Amendment, in substantial conformity with the attached Exhibit “A,” is hereby approved.

**Section 3. Authorization to Execute Amendment.** The Town Manager is hereby authorized to execute the First Amendment, in substantial conformity with the attached Exhibit “A,” together with such non-substantial changes as are deemed acceptable to 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 its passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of March, 2020.

Mayor Chris Vincent

Attest:

Town Clerk, CMC Tedra Allen  
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE  
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

**AND**

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD  
COUNTY AND THE CITY OF \_\_\_\_\_ PROVIDING FOR COOPERATIVE PARTICIPATION IN A  
REGIONAL PUBLIC SAFETY INTRANET**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality" or "City") (collectively County and Municipality are referenced as the "Parties").

**RECITALS**

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs").

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 ("Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement ("RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. Pursuant to an Operator Agreement (as amended, the "Operator Agreement") executed between County and the Broward Sheriff's Office ("BSO"), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services. County and BSO intend to amend the Operator Agreement to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties.

E. County and Municipality desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system, and to amend the RILA to remain consistent with the Participation Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Participation Agreement.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.
3. The effective date of this First Amendment shall be April 1, 2020.
4. The Parties agree and approve that both the Participation Agreement and the RILA are intended, and shall be interpreted, to provide for the following delineation of responsibilities for the System: County is the owner and provider of the Consolidated Regional E-911 Communications System; Operator is engaged by County to provide System Services to the Participating Communities, including call-taking, dispatching, and teletype (queries only); Operational Review Teams (ORTs) are responsible for review of operational issues that may affect field operations of the fire and law disciplines and communicating these issues to the stakeholders.

#### **Amendments to the Participation Agreements**

5. Article 2, Definition, of the Participation Agreement is amended as follows:

2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of Broward County government by the Charter of Broward County, Florida.

~~2.2 Agreement. The term "Agreement" shall mean this Agreement between COUNTY and MUNICIPALITY.~~

~~2.3~~ **2.2** Administrative Call. The term "Administrative Call" shall mean a call received in a Host PSAP that is not an Emergency Call or a Non-Emergency Call and is specific to a

Participating Community. An Administrative Call is not part of the Consolidated Regional E-911 Communications System responsibility.

**2.3 Base Level of Services.** The minimum level of System Services provided to all Participating Communities by the Operator of the System that meets the following requirements: (i) call intake staffed at a level to provide that 90% of all emergency calls arriving at a PSAP are answered within 3 to 5 seconds; (ii) a single radio talk group, staffed by a single radio operator, should not, during any four-hour block of time, exceed a weighted 0.4 Erlangs or a weighted answer delay of 10 seconds or greater; (iii) sufficient to support retention of Operator's emergency medical dispatch, emergency fire dispatch, and emergency police dispatch certifications; (iv) dispatch operators are supervised on a ratio of not less than 6:1 (supervisor to dispatch operators); and (v) County-provided independent qualitative performance review of call-takers and dispatchers. Base Level of Services shall not include any special services that are separately negotiated or purchased by a Participating Community.

\* \* \*

**2.12 Non-Emergency Call.** The term "Non-Emergency Call" shall mean a call ~~received in a Host PSAP~~ that does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch, or any combination thereof.

6. Section 2.16 of the Participation Agreement is amended as follows:

**2.16 Participating Communities.** The term "Participating Community" or "Participating Communities" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the County, that enter into ~~this Standard an~~ **a** Agreement with County for ~~p~~Participation in the Consolidated Regional E-911 Communications System **in substantially the form of this Agreement, as amended.**

7. Section 4.1 of the Participation Agreement is amended in relevant part as follows:

**4.1** County shall operate, or contract to operate, a Consolidated Regional E-911 Communications System, for County's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities. The Consolidated Regional E-911 Communications System shall be implemented through County government. County shall provide for the management, administration, oversight and operations of the Consolidated Regional E-911 Communications System. **The System shall operate in accordance with policies, rules, and procedures approved through County workgroups, governance, and/or technical boards created to improve the communications infrastructure and overall Consolidated Regional E-911 Communications System.** ~~The System shall operate subject to the control, internal operating rules and regulations of County.~~ **County, Operator, and Participating Communities** agrees to comply with the requirements of the applicable Management

Control Agreements relating to ~~COUNTY operation of~~ the Regional Public Safety Infrastructure at Host PSAP(s).

8. Section 4.3 of the Participation Agreement is amended in relevant part as follows:

... Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with ~~Operator~~ **the Broward Sheriff's Office** to authorize the use of the Participating Community's FDLE router. **All applicable parties, including County, Operator, Broward Sheriff's Office, and Participating Community, agree to comply with all applicable Criminal Justice Information System (CJIS) and Florida Department of Law Enforcement (FDLE) requirements, and County and Participating Community each agree to enter into agency user agreements, security addendums, or other agreement(s), as required for CJIS compliance, and ensure that its employees and vendors with access to criminal justice information or systems similarly cooperate and comply with CJIS requirements, including execution of any necessary security addendums or other agreements and routinely providing updated security and employee information as required for CJIS compliance.**

9. Section 4.4 of the Participation Agreement is amended in relevant part as follows:

4.4 **As set forth in the agreement between County and the Operator, which includes an engagement process for the participation of public safety organizations within Broward County,** County shall establish operation and efficiency performance standards for the Consolidated Regional E-911 Communications System's operations and create a time schedule for implementing and meeting the efficiency and performance criteria. The operation and efficiency performance criteria for the System **(the "Standards")** shall be as set forth ~~on Exhibit "B" (the "Standards"); provided, however, the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP in the agreement between County and Operator. Any change in the Standards must be approved in advance by County and the Operator in accordance with the Operating Agreement, and by a simple majority vote of the Fire Chiefs and the Police Chiefs of all Participating Communities.~~ County shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. . . .

10. Section 4.7 of the Participation Agreement is amended in relevant part as follows:

4.7 The COUNTY shall be responsible for the establishment, coordination, and support of any workgroup, governance, and/or technical boards created for the purpose of ~~providing recommendations to the County Administrator on the operation of the~~ **improving the County's regional communications infrastructure and overall** Consolidated Regional E-911 Communications System. Membership of any such workgroup or boards may include, but not be limited to, representatives from COUNTY, Participating Communities, and Operator. **The Operational Review Team (ORT) shall consist of the Fire Chiefs and the Police Chiefs of the Participating Communities and shall review and**

recommend operational changes that may affect first responders (as defined in Section 112.1815(a), Florida Statutes) to improve the operation of the System, to the extent necessary, in accordance with the Engagement Process set forth in Exhibit C. The Participating Communities hereby appoint the ORT to act in accordance with the Engagement Process on behalf of the Participating Communities collectively as set forth in Exhibit C. County may condition any requested service above Base Level of Services on the applicable Participating Community(ies) funding any increased operational or equipment costs; no Participating Community shall be obligated to pay any additional amount for System Services above Base Level of Services without the prior written consent of that Participating Community.

11. Exhibit B is deleted from the Participation Agreement, and all references to the original Exhibit B are amended to omit such reference.
12. The Participation Agreement is amended to include Exhibit C as attached hereto.

#### Amendments to the Regional Interlocal Agreements

13. Section 2.19 of the RILA is hereby amended as follows:

2.19 City shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, ~~a list of which are included in Exhibit G,~~ as well as those developed in the future and issued to City by County. Any new policies or standard operating procedures, or material modifications to existing policies or standard operating procedures, shall be developed by the applicable governance boards. City agrees to comply with any enforcement actions required by these policies and procedures ~~for,~~ including Subscriber Maintenance and to prevent misuse or abuse of the RPSI Trunked Radio System.

14. Section 2.23 of the RILA is hereby amended as follows:

2.23 City is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to City subscribers as provided in Exhibit B. City may utilize the services of a third-party vendor approved in advance by County to provide maintenance of City subscribers, or City may contract with County for a fee for a combination of the aforementioned services or for all of the above services.

15. Section 3.2 of the RILA is hereby amended as follows:

3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and City, unless terminated pursuant to Article 4; notwithstanding the foregoing or any other provision of this Agreement, the extension of the Participation Agreement

**pursuant to its terms shall automatically renew this Agreement, and this Agreement shall be in effect for at least the duration of the Participation Agreement.**

16. Exhibit B of the RILA is amended to replace the diagram titled "Broward County – ILA Radio Network Fire Station Alerting System DMARC" with the diagram of the same title attached hereto.

17. Exhibit G of the RILA is deleted from the RILA and all references to Exhibit G are amended to amended to refer to the then-current RPSI Trunked Radio System policies and standard operating procedures issued by County.

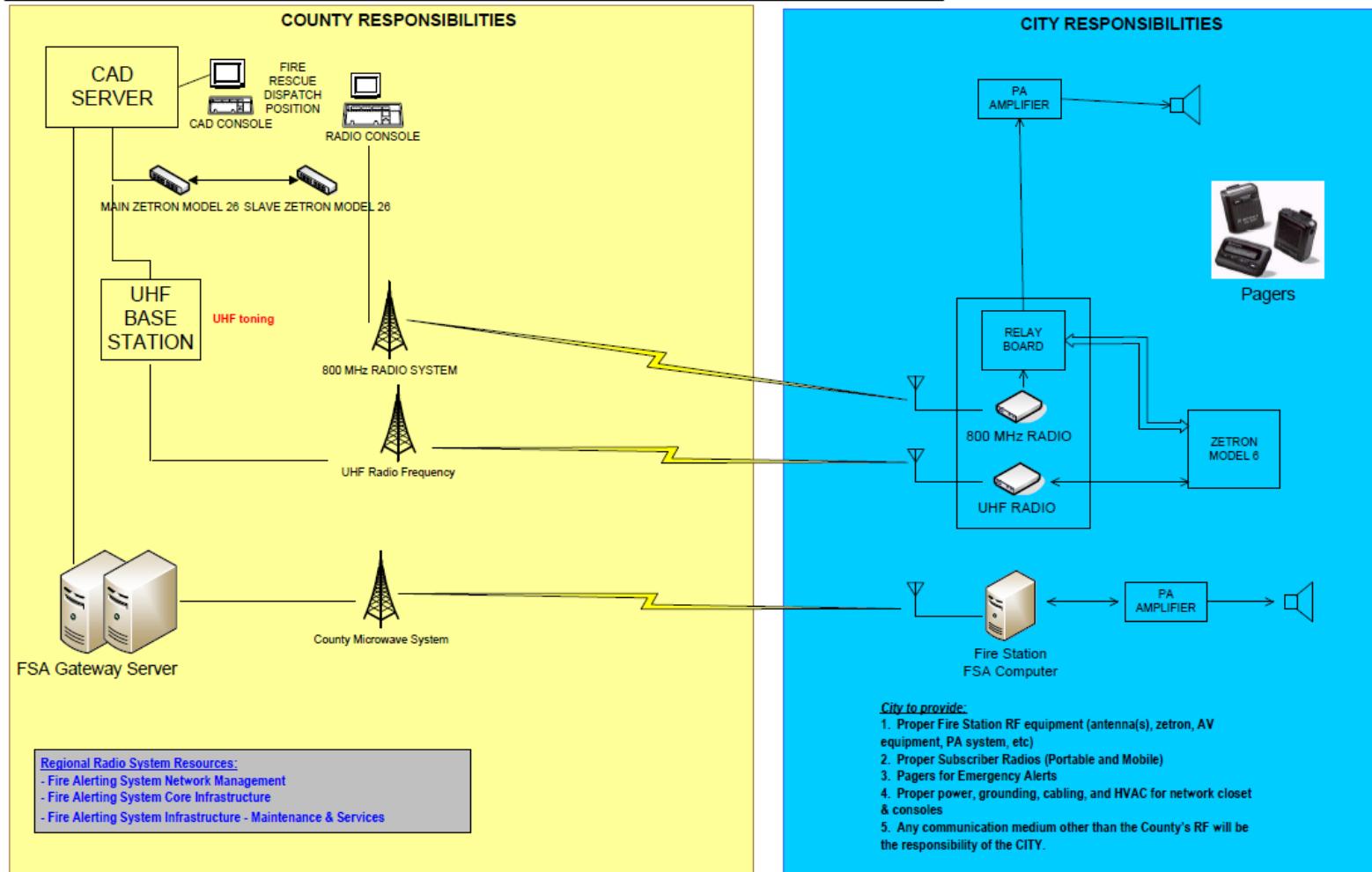
18. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

*(The remainder of this page is blank.)*

## RILA EXHIBIT B

### Broward County – ILA Radio Network Fire Station Alerting System DMARC

RPSI – Fire Station Alerting System  
Logical Network Design Overview Broward County Radio System  
Broward County/City Responsibilities



IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2020, and MUNICIPALITY, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**BROWARD COUNTY**

WITNESS:

BROWARD COUNTY, by and through  
its County Administrator

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
(Signature)

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

\_\_\_\_\_  
(Print Name of Witness)

By \_\_\_\_\_  
René D. Harrod (Date)  
Deputy County Attorney

RDH  
02/24/2020  
First Amendment Participation Agreement  
#343020.15

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE  
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

***AND***

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD  
COUNTY AND THE CITY OF \_\_\_\_\_ PROVIDING FOR COOPERATIVE PARTICIPATION IN A  
REGIONAL PUBLIC SAFETY INTRANET**

MUNICIPALITY

ATTEST:

CITY OF \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MAYOR

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

I HEREBY CERTIFY that I have approved  
this First Amendment as to form and legal  
sufficiency subject to execution by the Parties:

\_\_\_\_\_  
City Attorney

## EXHIBIT C

### **Engagement Process<sup>1</sup>**

#### **Step 1: Issue Identification and Proposed Resolution**

- 1) A need for the creation and/or revision to a policy, procedure or process of the 911 system can be raised by any of the stakeholders – law enforcement/fire rescue agency as a representative of their municipality; Broward Sheriff's Office; or Broward County.
- 2) Issues would be considered first by the existing Operational Review Team (ORT).
  - a) Each law enforcement and fire rescue agency would have a representative on the ORT. Typically, the ORT would meet by discipline as is current practice – law enforcement or fire rescue.
  - b) The ORT would determine if an issue involved only a single agency; a single discipline (law vs. fire); or a regional concern.
    - i) If the issue only involves a single agency, the issue would move to subparagraph 4.
  - c) Each ORT group should be chaired by a uniformed member determined by the respective Association. Because of BSO's unique role as Operator in the system, the chair should preferably be from a municipal agency.
- 3) The ORT would clarify the issue and proposed resolution. The item would be summarized in written form to ensure the issue and proposed course of action are clearly identified.
- 4) The ORT would recommend approval or denial of the item.
- 5) Upon approval by ORT, the issue would be forward to both BSO and County for review & comment.
- 6) BSO and County would consider the item under the following guidelines:
  - a) BSO would evaluate its ability to provide the recommended resolution. They should consider the logistical benefits and challenges, as well as if the proposed resolution can be done with existing resources. If additional resources would be required by BSO, it must identify the financial impact. The final determination of fiscal impact would rest with Broward County's budget office.

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<sup>1</sup> For purposes of this engagement process, the Stakeholders shall include the County and Operator and Participating Municipalities.

b) County would consider any logistical impacts from the proposed issue resolution as it relates to the County's technology (i.e. CAD, radio, 911 system, etc.). County would also consider any potential fiscal impacts, though the final arbiter of funding should reside with the County's budget office. Finally, County would evaluate the issue and proposed resolution against the Regional 911 System's overarching goals and objectives.

c) If the issue involved only a single agency (see 2b above), County and the involved agency would discuss if the municipality desires to fund the change/improvement if the solution is beyond the base services provided by the County.

d) If the issue is denied by the ORT, the proposer may elect to advance the issue to Step 3.

7) Once approved by all three stakeholder groups (ORT, BSO, County), the issue advances to Step 2.

8) If the issue is not approved by any of the stakeholders in 7) above, the proposer may elect to advance the issue to Step 3.

## **Step 2: Approval by End-Users**

1) Issues approved by all three stakeholder groups will be approved by fire chiefs and/or police chiefs.

a) While ORT will often be comprised of operational managers from law enforcement and fire rescue agencies, approval at Step 2 requires the specific review and approval from the chief of the department for each law enforcement and/or fire rescue as applicable.

b) Summary of the issue and proposed resolution, as prepared and approved at Step 1, will be sent to the chief of the department for law enforcement, fire rescue or both as the issue may require.

c) Items, as summarized at Step 1, will be balloted to chiefs of department electronically. The chair of the relevant ORT shall ensure the written summary of the issue is forwarded to the respective Association president for distribution to each chief of Department.

d) Each chief of department is expected to review and approve or not approve the item.

e) Consistent with the existing practices for both the Fire Chiefs Association and Police Chiefs Association, a simple majority is sufficient for the item to be approved. Ultimately the determination of each professional Association, and of the methods by which they approve items, is left within the purview of that Association.

2) Upon approval at Step 2, the item will move to Step 4 for implementation.

### **Step 3: Escalation to Chief Administrative Officers**

- 1) Should an issue not garner support for approval at Step 2, the proposer or other stakeholder may elect to escalate the issue to their respective chief administrative officer (city manager, county administrator, or Sheriff) as may be applicable.
- 2) The chief administrative officer (or designee) of the agency seeking to escalate the issue may elect to uphold the determination made at Step 1 or Step 2, or confer with the chief administrative officers (or designees) of other stakeholders.
- 3) The chief administrative officers of all three stakeholders, should they agree, may also direct a specific resolution to the issue; request ORT reconsider the issue; or take other actions as they determine in the best interest for their local government.

### **Step 4: Implementation**

- 1) Issues identified at Step 1, and approved at either Step 2 or Step 3, shall move to Step 4 for implementation.
- 2) County will facilitate the implementation with the active support of other stakeholders.
- 3) County will monitor and report to all stakeholders the progress and issues approved for implementation.
- 4) ORT members are expected to keep their respective agencies informed of issues undergoing implementation.

Note: For all approvals required by ORT, a simple majority vote of each of (1) the Fire Chiefs Association and (2) the Police Chiefs Association constitutes approval of the item.



## Town Commission Agenda Item Report

**Meeting Date:** March 31, 2020

**Submitted by:** Bill Vance

**Submitting Department:** Administration

**Item Type:** Resolutions

**Agenda Section:** RESOLUTIONS – PUBLIC COMMENTS

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### Subject Title:

Resolution 2020-14 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A GRANT APPLICATION FOR FUNDS AVAILABLE THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANTS PROGRAM THROUGH BROWARD COUNTY FOR THE FISCAL YEAR 2020/2021; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

### Explanation:

Resolution 2020-14 grants the Town Manager the authority to sign and submit the Town's application to Broward County for the 46th Year CDBG funds for the Community Center Programs.

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.

We are requesting Commission approval of this resolution authorizing the Town Manager to sign and submit the application for the 46th Year CDBG funds in the amount of \$30,000. The amount of the grant we receive is related to how much the County receives from the Federal Government. For the past several years we have applied for a higher amount than we expect to receive in the event the County has more to distribute.

**Recommendation:** Adopt Resolution 2020-14, which grants the Town Manager the authority to sign and submit the Town's CDBG Application to Broward County

### Attachments:

1. Resolution 2020-14
2. CDBG 46<sup>th</sup> Year Application

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**RESOLUTION 2020-14**

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A GRANT APPLICATION FOR FUNDS AVAILABLE THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANTS PROGRAM THROUGH BROWARD COUNTY FOR THE FISCAL YEAR 2020/2021; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; 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 Program for Fiscal Year 2020/2021; and

**WHEREAS**, said grant will enable the Town to continue its effort to improve the senior center activities for the residents of the Town of Lauderdale-By-The-Sea, Florida.

**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 appropriate Town officials are hereby authorized and directed to execute, on behalf of the Town, the necessary documents for the submission of an application to Broward County to receive grant funding under the Community Development Block Grant Program for Fiscal Year 2020/2021.

**Section 3.** The dollar amount of the grant being sought is \$30,000, which shall be utilized to partially fund the Town’s senior center activities.

**Section 4.** All resolutions or parts of resolution 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** this \_\_\_\_\_ day of March, 2020.

\_\_\_\_\_  
Mayor Chris Vincent

Attest:

APPROVED AS TO FORM:

\_\_\_\_\_  
Tedra Allen, Town Clerk, CMC

\_\_\_\_\_  
Susan Trevarthen, Town Attorney

(CORPORATE SEAL)



## BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS MUNICIPALITIES CDBG APPLICATION

Complete the following sections. **Submit one form for each project.** Attach additional pages as needed

| <b><u>COMMUNITY DEVELOPMENT GRANT PROJECT SUMMARY</u></b>                   |                      |                                                 |     |
|-----------------------------------------------------------------------------|----------------------|-------------------------------------------------|-----|
| <b><u>Category</u></b>                                                      | <b><u>Budget</u></b> |                                                 |     |
| Cash                                                                        |                      |                                                 |     |
| In-Kind                                                                     | 60,398               |                                                 |     |
| Other Grants                                                                |                      |                                                 |     |
| <br>CDBG                                                                    | <br>19,233           |                                                 |     |
| <b>TOTAL</b>                                                                | <b>79,631</b>        |                                                 |     |
| <b>PROGRAM ACTIVITIES:</b>                                                  |                      | <b>NATIONAL OBJECTIVE</b>                       |     |
| Select only <b>one</b> category per application                             |                      | Select only <b>one</b> category per application |     |
| <br>                                                                        |                      |                                                 |     |
| 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 ( )              |                                                 |     |
| <b>DUNS NUMBER:</b>                                                         |                      |                                                 |     |
| <b>Applicant completes the following items.</b>                             |                      |                                                 |     |
| <b>1. Applicant Organization Name:</b> Town of Lauderdale-By-The-Sea        |                      |                                                 |     |
| <b>Address:</b> 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308        |                      |                                                 |     |
| <b>Telephone #:</b> (954) 640-4200                                          |                      | <b>FAX #:</b> (954)640-42336                    |     |
| <b>2. Contact Person:</b> Lucila Lang                                       |                      |                                                 |     |
| <b>Title:</b> Finance Director                                              |                      |                                                 |     |
| <b>Street Address:</b> 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308 |                      |                                                 |     |
| <b>E-MAIL Address:</b> lucilal@lbts-fl.gov                                  |                      |                                                 |     |
| <b>Telephone #:</b> (954) 640-4206                                          |                      | <b>FAX #:</b> (954)640-42336                    |     |
| <b>3. Project Name:</b> Senior Center Activities & Operation                |                      |                                                 |     |
| <b>4. CDBG Funds Requested (\$15,000 Minimum Request):</b> \$19,233         |                      |                                                 |     |

5. General Instructions:

- Broward County reserves the right to reallocate funds for Municipalities with unexpended funds from multiple fiscal years.
- 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 either shovel ready or ready for the bid process 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, construction plans, etc. must be included with the application.
- 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 time**, Broward County Housing Finance and Community Redevelopment Division will not ensure approval of non or late submittals.

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 that 70% of CDBG funds must benefit low/moderate income persons over a three year period. 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 (loneliness 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.

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 colors 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 seventeenth 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.

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 the Broward County's Consolidated/Action Plan

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.

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: Advertise locally

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 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 (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, included the most recent 3 years, funding amount, current status, extensions needed. Etc.

## 2016 Project

| Project Name | N/A | Initial Funding Amount | N/A |
|--------------|-----|------------------------|-----|
|--------------|-----|------------------------|-----|



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For updates, Broward County Logo requests email Public Communications at 954-337-0992

|                                                            |     |                                              |     |
|------------------------------------------------------------|-----|----------------------------------------------|-----|
| <b>Contract Period</b>                                     | N/A | <b>Number of Extensions Needed and Dates</b> | N/A |
| <b>Current Status of Program Including Completion Date</b> | N/A | <b>Current Balance of Program Funds</b>      | N/A |

### 2015 Project

|                                                            |     |                                              |     |
|------------------------------------------------------------|-----|----------------------------------------------|-----|
| <b>Project Name</b>                                        | N/A | <b>Initial Funding Amount</b>                | N/A |
| <b>Contract Period</b>                                     | N/A | <b>Number of Extensions Needed and Dates</b> | N/A |
| <b>Current Status of Program Including Completion Date</b> | N/A | <b>Current Balance of Program Funds</b>      | N/A |

### 2014 Project

|                                                            |     |                                              |     |
|------------------------------------------------------------|-----|----------------------------------------------|-----|
| <b>Project Name</b>                                        | N/A | <b>Initial Funding Amount</b>                | N/A |
| <b>Contract Period</b>                                     | N/A | <b>Number of Extensions Needed and Dates</b> | N/A |
| <b>Current Status of Program Including Completion Date</b> | N/A | <b>Current Balance of Program Funds</b>      | N/A |

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). 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. **Applicant must already have construction plans for project at time of application.** 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 2019 Broward County Block Group Census, 30.1% of the residents of Lauderdale-By-The-Sea are low & moderate income.

Last fiscal year (18/19) the community center registered approximately 148 persons and participated in 3,719 activities. The Community center scheduled approximately 1,538 class activities. An average of 20 volunteers provided approximately 2,966 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, 2020. Start-up costs are not necessary as this program will be in its seventeenth 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 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

9. Proposed activities located in a Community Redevelopment Area (CRA), must provide a 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.

| Category                                              | CDBG   | Non CDBG | Non CDBG | TOTAL<br>All Sources |
|-------------------------------------------------------|--------|----------|----------|----------------------|
| Personnel                                             |        |          |          |                      |
| Benefits                                              |        |          |          |                      |
| Travel                                                |        |          |          |                      |
| Training                                              |        |          |          |                      |
| Equipment                                             |        |          |          |                      |
| Supplies                                              |        |          |          |                      |
| Contractual<br>With Outside<br>Agencies or<br>Vendors | 19,233 | 60,398   |          | 79,631               |
| Construction                                          |        |          |          |                      |
| Other                                                 |        |          |          |                      |
| Totals                                                | 19,233 | 60,398   |          | 79,631               |

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 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 2020-2021 will include \$ 19,233.00 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 \$60,398.00.00 for contractual services and operating expenses of the Senior Center. Currently, the projected amount the Town will be providing as a cash contribution is \$60,398.00.

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.

$$\text{Percent Leveraging} = \frac{\text{Total Non-CDBG Funds \$}}{\text{Total CDBG \$}} \times 100$$

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: Project should explain which Consolidated Plan priority it will address.

N/A

- 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. 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.

- d. Plat Approval: Does your project require platting or a plat note amendment?

Yes [ ] Attach platting requirements and time table for completion.  
No [ ] Provide Plat Name, Plat Book Number and Plat Page Number

- g. 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.

N/A

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, subordinated 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 Development Division staff before acquiring real property in order to follow Uniform Acquisition Procedures.***

- b. No [ ] No property is to be acquired  
Relocation: Does the proposed project necessitate the relocation of homeowners, tenants or commercial establishments.

Yes [ ] Outline the proposed relocation plan and show source of funds on Page 5 and 6 for the budget table and narrative above.

No [ ]

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 and 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 Comcast Channel 78, the Town's government channel, as well as the Town's events 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's programs are also open to the



entire community to enjoy, such as the annual theater production, art exhibit and special speakers who are invited to talk about various 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.

**Conflict of Interest** (24 CFR 570.611; 24 CFR 85.36; and 24 CFR 84.42)

There are two sets of conflict of interest provisions applicable to activities carried out with CDBG funding. The first set, applicable to the procurement of goods and services by subrecipients, is the procurement regulations located at 24 CFR 84.42 and 85.36. (See 24 CFR 570.611(a)(1).) The second set of provisions is located at 24 CFR 570.611(a)(2). 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 Development 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 up to \$10,000 or imprisonment for a period not to exceed 5 years, or both, shall be the penalty for willful misrepresentation and the making of false fictitious statement, knowing same to be false.

Name of Organization: Town of Lauderdale-By-The-Sea

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 \_\_\_\_\_.

**EXHIBIT A**

**PROJECT DESCRIPTION**

**Project Name: Senior Center Activities and Operation**

**Project Description:**

CDBG Funds in the amount of \$19,233.00 provided by COUNTY under the Agreement shall be used by City to fund a portion of the costs for contractual services to implement the day-to-day operations of the senior center activities and operations. City, 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.

The senior center activities and operations shall be provided to a minimum of one hundred (100) unduplicated seniors, ages 62 years and older. Activities shall include, but are not limited to, computer classes, art, beginning and intermediate bridge, exercise, dance, and yoga. The Project shall be for residents of City and provided at the Community Center located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida, 33308.

City's Program Design is attached hereto as Attachment 1 to Exhibit A, solely for the purpose of providing a more comprehensive description of City's overall program; however, City's responsibilities and obligations for the Project under the Agreement shall be as specifically described in this Exhibit A. In the event of any conflict between the terms of Attachment 1 to Exhibit A and Exhibit A, the terms of Exhibit A shall control.

**CDBG HUD National Objective: 24 CFR Part 570.208(a)(2), Limited Clientele Activities)**

**ATTACHMENT 1 to EXHIBIT A**

**PROGRAM DESIGN**

**Town of Lauderdale-By-The-Sea 46<sup>th</sup> year CDGB Program Design**

**Purpose of the Program**

The Lauderdale-By-The-Sea Community Center provides an environmentally safe, structured, and educationally stimulating and activity filled environment for the Town's seniors. The program is designed to empower the Town's seniors and ultimately to improve their quality of life.

**Designated Authority to Implement Program**

The Town of Lauderdale-By-The-Sea has subcontracted the implementation of the day to day operation to Bien-Aime, Inc. Bien-Aime, Inc. designs the activities and curriculum with input from Town staff.

**Types of Financial Assistance offered**

No financial assistance is offered. However, there are no fees for participating in the Community Center activities; anyone meeting the eligibility requirements may participate free of charge.

**Participant eligibility**

Residents of Lauderdale-By-The-Sea who are 62 years of age or older. Proof of age and residence are required.

**Program Marketing**

Community Center activities are marketed via the following local media outlets: Lauderdale-By-The-Sea Future Newspaper, Lauderdale-By-The-Sea Town Newsletter, Local Cable Channel 78, and the Town's website <http://www.lauderdalebythesea-fl.gov>

**Method of Application**

In order to participate in the Community Center activities, applicants must submit a written application once each fiscal year at the Lauderdale-By-The-Sea Town Hall.

**ATTACHMENT 1 to EXHIBIT A  
(Continued)**

**Applicants Requirements**

The only requirements to participate in the Community Center activities are that the applicant be a resident of Lauderdale-By-The-Sea and 62 years of age or older. Proof of age and residence are required.

**Applicants Responsibilities**

Applicants are required to sign-in for each activity attended. Applicants are also asked to follow general safety rules and the instructor's course outline.

**Files and Records**

Records of Applicant registration forms, sign-in records, and Program Activities 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.

**Grievance Procedures**

Applicant grievances can be submitted to Bien-Aime, Inc., or the Lauderdale-By-The-Sea Town Manager's Office over the phone, in writing, or in person.

**Addendum**

Lauderdale-By-The-Sea Community Center calendar of activities for September 2019 (attached).

## EXHIBIT B

**BUDGET TABLE/COSTS FOR PROJECT**

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

| Funding Sources |                      |          |                   |     |          |
|-----------------|----------------------|----------|-------------------|-----|----------|
| Cost Category   |                      | (1) CDBG | (2) NON-CDBG TOWN | (3) | Total    |
| A.              | Personnel            | \$       | \$                | \$  | \$       |
| B.              | Fringe Benefits      | \$       | \$                | \$  | \$       |
| C.              | Travel               | \$       | \$                | \$  | \$       |
| D.              | Equipment            | \$       | \$                | \$  | \$       |
| E.              | Supplies             | \$       | \$                | \$  | \$       |
| F.              | Contractual Services | \$19,233 | \$60,398          | \$  | \$79,631 |
| G.              | Construction         | \$       | \$                | \$  | \$       |
| H.              | Other                | \$       | \$                | \$  | \$       |
| I.              | Total                | \$19,233 | \$60,398          | \$  | \$79,631 |

**EXHIBIT B****BUDGET TABLE/COSTS FOR PROJECT**  
**(Continued)****BUDGET NARRATIVE**

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for both CDBG and Non-CDBG funding sources utilized in financing the Project.

**CDBG Funds:                    \$19,233**

CDBG Funds provided under the Agreement shall be used by City to fund a portion of the costs for contractual services to implement the Project.

**Non-CDBG Funds:            \$60,398 (City's General Fund)**

City shall contract with a Subcontractor to implement the Project, which is estimated to cost TOWN approximately \$79,631 annually.

City shall provide suitable space and use of existing resources to provide classes and activities approximately six (6) hours per day, five (5) days per week throughout the term of the Agreement. Utilities, maintenance, and insurance for the Project shall also be provided by City.

## EXHIBIT B

**BUDGET TABLE/COSTS FOR PROJECT**  
(Continued)**Allowable Cost for U.S. HUD Share of Budget**

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This document is an extensive and somewhat complicated series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

**Salary** costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

**Fringe Benefit** costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

## EXHIBIT B

**BUDGET TABLE/COSTS FOR PROJECT**  
(Continued)

**Travel** costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

**Equipment** costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

**Material** cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

**Subcontracts** must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

**Consultant** agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

**Construction** costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

**Other** costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

**Leverage** is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

## EXHIBIT C

**PROJECT SCHEDULE/TIMELINE**

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

| <b>Work Task</b>                                                                                             | <b>Start-Up Date</b> | <b>Date of Completion</b> |
|--------------------------------------------------------------------------------------------------------------|----------------------|---------------------------|
| Schedule classes and activities                                                                              | October 1, 2020      | September 30, 2021        |
| Record registration information                                                                              | October 1, 2020      | September 30, 2021        |
| Record participation in activities                                                                           | October 1, 2020      | September 30, 2021        |
| Create volunteer opportunities, recruit and identify participants, and record volunteer participation hours. | October 1, 2020      | September 30, 2021        |

## EXHIBIT D

QUARTERLY PROGRESS REPORT

Reporting Period: \_\_\_\_\_

Date Report Prepared: \_\_\_\_\_

**A. Project Information:**

|                                            |                                                                |
|--------------------------------------------|----------------------------------------------------------------|
| Agency Name                                | Town of Lauderdale-By-The-Sea                                  |
| Person Preparing the Report                |                                                                |
| Job Title                                  |                                                                |
| Signature                                  |                                                                |
| Project Name                               | Town of Lauderdale-By-The-Sea Senior Center Activities Program |
| Project Start-Up Date                      | October 01, 2020                                               |
| Project Completion Date                    | September 30, 2021                                             |
| Amended Completion Date<br>(if applicable) |                                                                |

**B.1 Project Cost**

|                                                 |                 | Funds Expended To Date | Percentage |
|-------------------------------------------------|-----------------|------------------------|------------|
| <b>Total Project</b>                            | <b>\$79,631</b> | \$                     | %          |
| <b>CDBG Funds</b>                               | <b>\$19,233</b> | \$                     | %          |
| <b>Other Funding<br/>(specify source below)</b> |                 |                        |            |
| <b>In-kind Contribution</b><br>_____            | <b>\$60,398</b> | \$                     | %          |

**B.2 Declaration of Agency Budget Changes**

Program Income: \_\_\_\_\_ N/A \_\_\_\_\_

Source of Program Income: \_\_\_\_\_ N/A \_\_\_\_\_



**QUARTERLY PROGRESS REPORT**  
**(Continued)**

Funding Source(s): \_\_\_\_\_ Funding Contract Person(s): \_\_\_\_\_

3. Part-time or Full-time Employee(s):

The Senior Center is located at Jarvis Hall, 4505 Ocean Drive, in the Town of Lauderdale-By-The-Sea. Jarvis Hall is part of the municipal complex. Bien-Aime, Inc. provides daily programs and activities five days a week for six hours each day. There are computer classes ranging from beginner to the more advanced. There are classes in painting, tap dancing and safe driving. There are weekly sessions of yoga, and relaxation techniques and beginning and advanced bridge. Group discussions are held on a variety of topics such as current events, travel and finances.

| Work Tasks | Status (i.e., underway, completed) |
|------------|------------------------------------|
|------------|------------------------------------|

|                                                                  |                                                     |
|------------------------------------------------------------------|-----------------------------------------------------|
| Daily activities and volunteer opportunities for senior citizens | 5 Days A Week – 10AM – 4PM<br>Monday through Friday |
|------------------------------------------------------------------|-----------------------------------------------------|

## EXHIBIT D

**QUARTERLY PROGRESS REPORT**  
(Continued)

**C.3. Describe success or problems encountered with the Project:**

Successes include a steady increase in the number of people participating in computer classes and other daily activities.

**C.4. Anticipated problems or concerns with the Project.** Please identify technical assistance needed and/or requested from Housing Finance and Community Redevelopment Division staff.

There are no anticipated problems or concerns with the Senior Activities Program. It continues to be one of the most popular programs the Town of Lauderdale-By-The-Sea offers its citizens

**C.5. Anticipated advertisements and/or other contractual services.** If so, has the Housing Finance and Community Redevelopment Division staff been advised and appropriate steps taken to assure compliance?

N/A

**C.6. If applicable, please complete the information on the following Direct Benefit Form for all program participants.**

N/A

**EXHIBIT D****QUARTERLY PROGRESS REPORT**  
(C.6 – Continued)**Direct Benefit Form**

Indicate persons or households. Only unduplicated counts should be given.

Total number  
served  
this quarterTotal number  
served  
year to date***Ethnicity***Hispanic  
Non-Hispanic**1. Total*****Racial Data******# Hispanic***

11. White
12. Black/African American
13. Asian
14. American Indian/Alaskan Native
15. Native Hawaiian or other Pacific Islander
16. American Indian/Alaskan Native and White
17. Asian and White
18. Black/African American and White
19. American Indian/Alaskan Native and Black/African American
20. Other Multi-Racial

**2. Total*****Income Data***

Extremely Low Income    ≤30% of area median  
 Low Income                ≤50% of area median  
 Moderate Income         ≤80% of area median  
 Non-Low Moderate Income

*\*income levels must equal persons benefiting***3. Total*****Other Demographic Data***

Households  
 Persons  
 Homeless  
 Female Head of Household  
 Disabled Persons Assisted  
 Elderly Persons Assisted  
 Census Tract served

## EXHIBIT D

**QUARTERLY PROGRESS REPORT**  
**(C.6 – Continued)**

**Direct Benefit Form**

Applicable if implementing one of the following activities:

**Public Services/ Public Facilities and Improvements**

Total number  
this quarter

Total number  
year to date

***Public Services: Of the persons assisted***

Number that have new access to this service or benefit

Number that have improved access to this service or benefit

Number that receive a service or benefit that is no longer substandard

**1. Total**

***Public Facilities or Infrastructure Improvements***

Number that have new access to this type of public facility or infrastructure improvement

Number that have improved access to this type of public facility or infrastructure improvement

Number served by public facility or infrastructure that is no longer substandard

**2. Total**

***Overnight Shelter/Emergency Housing***

Number of beds created in overnight shelter or other emergency housing

**3. Total**

**MONTHLY PROGRESS REPORT****EXHIBIT D****QUARTERLY PROGRESS REPORT**  
**(C.6 – Continued)****Direct Benefit Form****Applicable if implementing one of the following activities:****Housing and Economic Development Data**

|  | Total number<br>this quarter | Total number<br>year to date |
|--|------------------------------|------------------------------|
|--|------------------------------|------------------------------|

***Rehab: Of the total owner units***

Occupied by elderly  
 Units moved from sub-standard to standard (HQS or local code)  
 Units qualified as Energy Star  
 Units made accessible  
 Units brought into compliance with lead safety rules (24 CFR Part 35)

**1. Total*****1st Time Homebuyers: of total households***

Number received housing counseling  
 Number down payment assistance/closing costs

**2. Total*****Assistance to Businesses***

Number of *new* businesses assisted  
 Number of *existing* businesses assisted  
  
 Number of existing businesses *expanding*  
 Number of existing businesses *relocating*

Number of businesses assisted with commercial facade treatment/  
business building rehab

Number of businesses assisted that provide goods or services to  
meet the needs of a service area, neighborhood, or community

Women-owned business

**3. Total**

| <b><i>Name of Each Business Assisted</i></b>   | <b>DUNS #</b> | <b>N/A</b> |
|------------------------------------------------|---------------|------------|
| <i>*DUNS number required for each business</i> |               |            |

## EXHIBIT D

**QUARTERLY PROGRESS REPORT**  
**(Continued)**

**D. Program Objectives**

| <b>* Work Tasks</b>                                                                                         | <b>Projected Yearly Total Performance</b> | <b>Quarterly Progress</b> | <b>Progress Yr-To-Date</b> | <b>Supporting Documentation</b> |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------|----------------------------|---------------------------------|
| Schedule classes and activities                                                                             | 500                                       |                           |                            | Monthly Class Activity Calendar |
| Record registration information                                                                             | 100                                       |                           |                            | Registration Form               |
| Record participation in activities                                                                          | 1,500                                     |                           |                            | Monthly Participation Form      |
| Create volunteer opportunities, recruit and identify participants, and record volunteer participation hours | 118                                       |                           |                            | Monthly Volunteer Form          |

**\* Work Tasks as listed in the Exhibit C (Project Schedule/Timeline) of the Agreement.**

**EXHIBIT E**  
**REQUEST FOR PAYMENT**

**Community Development Block Grant Program**  
**46<sup>th</sup> Year Funding**

Contract Period: October 1, 2020 to September 30, 2021

|                                                                                           |                                              |                                  |                                   |
|-------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------|-----------------------------------|
| <b>1. Project Name: Senior Activities Program</b>                                         |                                              |                                  |                                   |
| <b>2. Organization: Town of Lauderdale-By-The-Sea      Telephone Number: 954-640-4200</b> |                                              |                                  |                                   |
| <b>3. Billing Number:</b>                                                                 |                                              |                                  |                                   |
| <b>4. Billing Period Covered:</b>                                                         |                                              |                                  |                                   |
| <b>5. % of Total Contract, Expended through this Billing:</b>                             |                                              |                                  |                                   |
| <b>6. Cost Categories</b>                                                                 | <b>Total Expenditures Up to Last Billing</b> | <b>Expenditures This Billing</b> | <b>Total Expenditures To Date</b> |
| <b>A. Project Costs</b>                                                                   |                                              |                                  |                                   |
| Salary and Fringes                                                                        |                                              |                                  |                                   |
| Contractual                                                                               |                                              |                                  |                                   |
| Construction                                                                              |                                              |                                  |                                   |
| Other Project Costs                                                                       |                                              |                                  |                                   |
| <b>Total Expenditures</b>                                                                 |                                              |                                  |                                   |
| <b>Funds Obligated:<br/>(By Funding Agreement)</b>                                        |                                              |                                  |                                   |
| <b>Balance</b>                                                                            |                                              |                                  |                                   |
| <b>B. In-kind</b>                                                                         |                                              |                                  |                                   |

**EXHIBIT E**  
**REQUEST FOR PAYMENT**  
**(Continued)**

|                                                                                                     |                                      |                               |               |
|-----------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------|---------------|
| <b>7. Detail of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)</b> |                                      |                               |               |
| <b>Vendor Name</b>                                                                                  | <b>Invoice #<br/>(If Applicable)</b> | <b>Description of Service</b> | <b>Amount</b> |
| Bien-Aime, Inc.                                                                                     |                                      | Senior Center Director        |               |
|                                                                                                     |                                      |                               |               |
|                                                                                                     |                                      |                               |               |
|                                                                                                     |                                      |                               |               |
|                                                                                                     |                                      |                               |               |
|                                                                                                     |                                      |                               |               |
|                                                                                                     |                                      |                               |               |
|                                                                                                     |                                      |                               |               |
|                                                                                                     |                                      |                               |               |
|                                                                                                     |                                      |                               |               |
|                                                                                                     |                                      |                               |               |
|                                                                                                     |                                      |                               |               |
|                                                                                                     |                                      |                               |               |
|                                                                                                     |                                      |                               |               |

**Total Request for Reimbursement \$ \_\_\_\_\_**

**8. Certification:**

I certify that items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Project Agreement are satisfactory and are consistent with the amount billed.

\_\_\_\_\_  
**Signature and Title of Authorized Official**  
 Form 608.700 Revised 06/04

\_\_\_\_\_  
**Date**



## Town Commission Agenda Item Report

**Meeting Date:** March 31, 2020

**Submitting Department:** Administration

**Item Type:** Resolutions

**Agenda Section:** RESOLUTIONS – PUBLIC COMMENTS

---

### Subject Title:

Resolution 2020-15 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, CONFIRMING THE EXISTENCE OF AN EMERGENCY JUSTIFYING THE DECLARATION OF EMERGENCY ISSUED BY THE MAYOR CONCERNING THE COVID-19 EMERGENCY; RATIFYING AND APPROVING ALL EMERGENCY ORDERS AND ACTIONS TAKEN BY THE MAYOR CONCERNING OR RELATED TO THE COVID-19 EMERGENCY; AUTHORIZING THE MAYOR TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

### Explanation:

Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza. On March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to COVID-19.

Due to the COVID-19 public health emergency, on March 13, 2020, Mayor Vincent declared a public Emergency in the Town. On March 18, 2020, the Mayor issued an updated local declaration of public emergency in the Town, and on March 20, 2020, the Mayor issued another updated local declaration of public emergency.

Section 5.2 of the Town Charter authorizes the Mayor to govern, under the direction of the Town Commission, during times of grave public danger or emergency, and the Town Commission shall be judge of what constitutes such public danger or emergency. In accordance with Section 5.2 of the Town Charter, Resolution 2020-15 confirms the existence of an emergency justifying the Emergency Declaration and ratifies the subsequent orders issued by the Mayor to deal with the continuing COVID-19 emergency. Additionally, Resolution 2020-15 authorizes the Mayor to issue any additional orders, which he finds necessary in accordance with Section 5-2 of the Town Charter and applicable law due to the COVID-19 emergency.

### Recommendation:

Approve Resolution 2020-15 – Confirming the existence of an emergency; Ratifying and Approving all Emergency Orders and Actions taken by the Mayor concerning or related to the COVID-19 Emergency; Authorizing the Mayor to issue additional orders related to the COVID-19 Emergency.

### Attachments:

1. Resolution 2020-15

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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-  
THE-SEA, FLORIDA, CONFIRMING THE DECLARATION  
OF EMERGENCY ISSUED BY THE MAYOR CONCERNING  
THE COVID-19 EMERGENCY; RATIFYING AND  
APPROVING ALL EMERGENCY ORDERS AND ACTIONS  
TAKEN BY THE MAYOR CONCERNING OR RELATED TO  
THE COVID-19 EMERGENCY; AUTHORIZING THE  
MAYOR TO DO ALL THINGS NECESSARY TO CARRY OUT  
THE AIMS OF THIS RESOLUTION; PROVIDING FOR  
REPEAL OF ANY CONFLICTING RESOLUTION;  
PROVIDING FOR SEVERABILITY; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 2, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to COVID-19; and

**WHEREAS**, on March 13, 2020, the Mayor declared a public emergency in the Town (“Emergency Declaration”); and

**WHEREAS**, on March 18, 2020, the Mayor issued an updated local declaration of public emergency, closing all Town beaches; requiring all licensees authorized to sell alcoholic beverages for consumption on premises that derive more than 50% of its gross revenue from the sale of alcoholic beverages to close; and requiring all restaurants, cafeterias, and other food service establishments to cease all on-premises service; and

**WHEREAS**, on March 20, 2020, the Mayor issued an updated local declaration of public emergency limiting all public gatherings to no more than 10 people; prohibiting tents, coolers, tables, chairs, and grills from all Town parks, portals, plazas, and rights-of-way; and authorizing the Broward Sheriff's Office to enforce all Town Local Declarations of Public Emergency, and any executive orders issued by the Governor that are as stringent or more stringent than Town orders; and

1           **WHEREAS**, Section 5.2 of the Town Charter authorizes the Mayor to govern, under the  
2 direction of the Town Commission, during times of grave public danger or emergency, and the  
3 Town Commission shall be judge of what constitutes such public danger or emergency.

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

6           **Section 1.** Each “WHEREAS” clause set forth is true and correct and herein  
7 incorporated by this reference.

8           **Section 2.** The Town Commission hereby confirms the existence of an emergency  
9 justifying the Emergency Declaration and the subsequent emergency orders issued by the Mayor  
10 to deal with the continuing COVID-19 emergency and protect the public health, safety and welfare.

11           **Section 3.** The Town Commission hereby approves, confirms, and ratifies any other  
12 action taken by the Mayor or Town Administration to protect the public from COVID-19 and to  
13 carry on the activities, operations and functions of the Town.

14           **Section 4.** The Town Commission recognizes that the state of emergency remains in  
15 effect and therefore the Mayor is hereby authorized to issue any additional orders, which he finds  
16 necessary in accordance with Section 5-2 of the Town Charter and applicable law.

17           **Section 5.** All resolutions or parts of resolutions in conflict herewith are hereby  
18 repealed to the extent of such conflict.

19           **Section 6.** If any clause, section or other part of this Resolution shall be held by any  
20 court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid  
21 part shall be considered as eliminated and in no way affecting the validity of the other provisions  
22 of this Resolution.

23           **Section 7.** This Resolution shall become effective immediately upon its passage.

24           **PASSED AND ADOPTED** this \_\_\_\_\_ day of March, 2020.  
25  
26

27 \_\_\_\_\_  
28 Mayor Chris Vincent  
29  
30  
31

32 Attest:

APPROVED AS TO FORM:

1  
2     \_\_\_\_\_  
3     Tedra Allen, Town Clerk, CMC

\_\_\_\_\_  
Susan Trevarthen, Town Attorney

3  
4  
5     (CORPORATE SEAL)

6