

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday January 10, 2023

6:30 PM



Jarvis Hall 4505 N. Ocean Drive
www.Lauderdalebythesea-fl.gov

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Chris Vincent
Vice Mayor Edmund Malkoon
Commissioner Buz Oldaker
Commissioner Randy Strauss
Commissioner Theo Pouloupoulos

Regular Town Commission

Tuesday, January 10, 2023, 6:30 PM

Jarvis Hall 4505 N. Ocean Drive

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION Pauline McGuinness Brooks representing the Baha'i Faith

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

- 5.a. Christmas-By-The-Sea Recap
[1-10-23 AM CBTS Recap Presentation.pdf](#)

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

8. TOWN MANAGER REPORT

- 8.a. Town Manager Report for January 10, 2023
[1-10-23 AM Town Manager Report.pdf](#)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

- 10.a. Approval of Minutes
[01-10-23 AM Approval of Minutes.pdf](#)
[Ex. 1 12-13-22 Regular Town Commission Meeting Minutes.pdf](#)

11. CONSENT AGENDA

- 11.a. Resolution 2023-01 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING TOWN COMMISSION MEETING DATES FOR THE 2023 CALENDAR YEAR
[01-10-23 AM Commission Calendar.pdf](#)
[Ex. 1 Resolution 2023-01 Calendar Meeting Dates.pdf](#)
[Ex. 1A 2023 Meeting Calendar.pdf](#)
- 11.b. 2023 Parking Permits for Turtle Monitoring Organizations
[1-10-23 AM Parking Permit Turtle Season.pdf](#)

12. OLD BUSINESS

- 12.a. RESOLUTION 2023-02 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH R.T.R. FINANCIAL SERVICES, INC. FOR DEBT COLLECTION SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT TO THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE
[1-10-23 AM - RTR Piggyback Debt Collection.pdf](#)
[Ex. 1 Resolution 2023-02 Approving Amendment to Agreement with R.T.R_.pdf](#)
[Ex. 2 RTR Deerfield Beach Contract.pdf](#)

13. NEW BUSINESS

13.a. Friday Night Music Events

[1-10-22 AM Friday Night Music Series 2023 .pdf](#)

[Ex. 1 Monthly Music Site Plan.pdf](#)

13.b. RESOLUTION 2023-03 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE BROWARD COUNTY SEGMENT II SHORE PROTECTION PROJECT; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND FOR AN EFFECTIVE DATE

[1-10-23 AM ILA Segment II Shoreline Broward County.pdf](#)

[Ex. 1 Resolution 2023-03 Shore Protection ILA.pdf](#)

[Ex. 2 Shore Protection ILA.pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS – PUBLIC COMMENTS

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

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

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO ENSURE 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.

INVOCATION:

The Invocation before each Town Commission meeting is a voluntary service of a private citizen, offered to serve the spiritual needs of the members of the Town Commission and solemnize the meeting. It is not intended to be an opportunity to

advance or disparage one faith or belief over another. The views expressed in the Invocation have not been previously reviewed by the Town and do not necessarily represent the beliefs of any Town employee or official. No person is required to be present at or participate in the Invocation, and the decision whether to be present or participate in the Invocation will not affect any person's right to actively participate in the official business of the Town or obtain any benefit from the Town. The Town's written Invocation policy is available on its website, and upon written request to the Town Clerk.



Agenda Item No: 5.a

Town Commission Agenda Item Report

Meeting Date: January 10, 2023

Submitted By: Debbie Hime, Special Events Manager

Item Type: Presentation

Agenda Section: Presentations

Subject Title: Christmas-By-The-Sea Recap

Explanation: Update from Debbie Hime of our Christmas-By-The-Sea festivities.

Recommendation: N/A



Town Commission Agenda Item Report

Meeting Date: January 10, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Reports

Agenda Section: Town Manager Report

Subject Title: Town Manager Report for January 10, 2023

Explanation: Following is the Town Manager's report for January 10, 2023.

1. Public Works Staff Salary Adjustment

In this economy, it has been very hard to hire and retain employees. It has been particularly difficult in the Public Works Department because our salaries are not competitive with other municipalities. We need to address the salary ranges for all our employees to make sure we can attract and retain the best candidates. In the interim, I will be bringing forward an amended salary pay plan for Public Works as a stop gap measure at the next meeting.

2. Granicus Update

We have become increasingly dissatisfied with Granicus, the company that we utilize for agenda management. In addition to their not being able to publish our last agenda in time for the Commission meeting, their customer service has been horrendous. We are exploring other options for managing our agenda publishing and streaming services and hope to bring a better alternative to you at our next meeting.

3. Visitor Center Saturday

Season is upon us, and the Town is busier than ever. To better serve our guests, the Town's Visitor Center is now open on Saturdays from 9 a.m. – 2 p.m. Please feel free to stop by and talk with the staff. The Visitor Center is not just for visitors to our community!

4. Sea Lord Update

As you know, the Sea Lord's new building is under construction. What was being built did not match the approved plan and so the Town issued a stop work order for the exterior and rooftop. Since that time, staff has been working with the owner's representatives to provide an amended site plan that meets the requirements of the Town Charter and Code. Once we have a finalized plan, the revisions will be processed which will include a citizen participation meeting, Planning and Zoning Board meeting and final consideration by the Town Commission.



5. Circuit

Circuit is a micro-transit transportation provider that provides short trips for the public. Rides are ordered on your phone app. You may have seen these vehicles in Fort Lauderdale or Pompano Beach. Funding for Circuit is included in this year's budget, and we have just submitted a grant application (written with the assistance of Circuit) to help fund the program. We will be bringing forward a contract for this service at the next meeting.

6. Horace Jones Retiring

Horace Jones from our Public Works department is retiring effective Friday, January 13th. Horace is one of our long-time employees – having worked for the Town for over 20 years. He was a member of the landscape team and was responsible for keeping the town clean and beautiful.

7. Upcoming Meetings

January 24	Special Commission Meeting	Jarvis Hall	5:00 p.m.
January 24	Regular Commission Meeting	Jarvis Hall	6:30 p.m.
January 25	Special Commission Meeting	Jarvis Hall	5:00 p.m.
January 26	Special Magistrate Meeting	Jarvis Hall	5:00 p.m.



Agenda Item No: 10.a

Town Commission Agenda Item Report

Meeting Date: January 10, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Minutes

Agenda Section: Approval of Minutes

Subject Title: Approval of Minutes

Explanation: Approval of Town Commission Meeting Minutes for the following:

- December 13, 2022 Regular Town Commission Meeting

Recommendation: Accept / Approve

Attachments: Ex.1 12-13-22 Regular Town Commission Meeting Minutes



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, December 13, 2022
6:30 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:38 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Acting Town Attorney James White, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, Development Services Director Jhanelle Campbell, Special Events and Marketing Coordinator Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Rabbi Bentzion Singer gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent requested that Items 13.d, 13.a, 17.a, and 17.b be heard immediately following Public Comment. He also noted that Item 5.b, Christmas-By-The-Sea Recap, will be deferred to a later date.

5. PRESENTATIONS

a. Ericks Consultants Lobbyist Presentation

Lauren Jackson, representing Ericks Consulting, briefly reviewed the timeline for the upcoming Florida Legislature session beginning in March 2023 and lasting until May. Committee Weeks will begin on January 3 and will run until the session begins in March. Representative Chip LaMarca was reelected, and Senator Jason Pizzo is the new Senator representing the area including Lauderdale-By-The-Sea.

The current Special Session underway in the Florida Legislature is related to property insurance as well as ongoing hurricane recovery efforts in Southwest Florida. Three bills are before the State Legislature:

- A hurricane recovery bill specific to Southwest Florida and including some statewide efforts as well,
- A bill codifying the Governor's toll relief program, which provides a rebate for some SunPass users
- A property insurance reform bill

Ms. Jackson explained that the property insurance bill would create an optional re-insurance program with \$1 billion. Insurance companies may purchase certain tiers of this program in order to see benefits. The bill would also reduce the time frame in which a policy holder may file a claim from two years to one year for a new or reopened claim and from three years to 18 months in the case of a supplemental claim. It reduces the amount of time in which insurance companies may respond by paying, denying, investigating, or acknowledging a claim under prompt payment laws.

One of the more controversial aspects of the property insurance bill is its elimination of one-way attorneys' fees. It eliminates the assignment of benefits for post-loss insurance, and increases the eligibility threshold for policy holders who wish to renew policies with Citizens Insurance. The bill would require the purchase of flood insurance for individuals who wish to be eligible for Citizens and raises the insurance rates on non-primary residences.

Ms. Jackson advised that while supporters and sponsors of the proposed bill acknowledge that it is not perfect, they believe there is no perfect solution to reduce rates. The goal of the bill is to attract more insurance companies into Florida to write more policies and create competition, which could reduce prices.

Major criticisms of the bill include its "one-way" nature, as it primarily benefits insurance companies while not doing enough for the benefit of consumers. The bill's sponsors have indicated that they are open to further discussion of the issue during the legislative session beginning in March 2023. Ms. Jackson noted that the State Senate passed the bill with bipartisan support. It will go before the State House of Representatives on December 14, 2022, where it is expected to pass. While many amendments were offered for this bill, these are not typically accepted during a Special Session.

In the regular legislative session, a number of issues are expected to be addressed, including licensing and local registration of short-term rentals. This is considered to be a

preemption of home rule, as it would limit what local governments may require of these properties. No language has been filed thus far, although this bill is expected to be similar to one discussed in the previous regular legislative session.

Another major issue is affordable housing. The Senate President is working through a number of ideas for potential inclusion in a draft affordable housing bill. One proposal would consider requiring local governments to adopt a density bonus plan for affordable housing; however, there were concerns that developers who offer a number of affordable units in a commercial mixed-use space could be able to bypass height restrictions, architectural review, and public comment. Ericks Consulting will continue to follow the development of this bill and its language, and the Town's State Legislature delegation is aware of these concerns.

Mayor Vincent requested additional clarification of how far the development of an affordable housing bill has progressed. Ms. Jackson replied that it is still in a conceptual stage, with no initial draft at this time. She noted that a previous legislative session limited the ability of local governments to implement inclusionary zoning, although the State Legislature is interested in finding ways to provide more incentives to developers.

Commissioner Oldaker expressed concern with the proposal to place a 20% cap on Citizens insurance, as property owners are already experiencing difficulties affording insurance. This would affect both homesteaded and non-primary residences.

Commissioner Strauss observed that insurance on commercial space is projected to double, which will require a significant increase in rent to cover this cost. He encouraged all residents to contact their representatives and senators to address their concerns. Commissioner Oldaker also urged the public to contact their elected officials.

Town Manager Linda Connors addressed affordable housing, stating that she had contacted Representative LaMarca to ensure he was aware of the Town's concerns. He has indicated that he will follow this issue closely.

b. Christmas-By-The-Sea Recap

This Item was postponed until the next scheduled meeting.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Ron Piersante, resident, thanked Deputy Town Manager/Public Works Director Ken Rubach for his work to install a solar Stop sign on Seagrape Drive. He felt that this would help to address safety at that location.

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

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

13. NEW BUSINESS

d. Resolution 2022-51 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, UPDATING AND AUTHORIZING IMPLEMENTATION OF THE TOWN'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE

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

Deputy Town Manager/Public Works Director Ken Rubach explained that the Comprehensive Emergency Management Plan was originally adopted in 2017. In 2018, additional changes were suggested, which were not implemented until 2021. Consultant Witt O'Brien assisted in the development of the most recent draft. Broward Sheriff's Office (BSO) Captain Tom Palmer and Volunteer Fire Department (VFD) Chief Judson Hopping also contributed to the document.

Steven Foss, Senior Planner and Training Specialist with Witt O'Brien, stated that the update process for the Comprehensive Emergency Management Plan (CEMP) began in March 2022 with review of the existing document, which used a checklist from the Florida Division of Emergency Management (FDEM) to ensure that their recommendations are included in emergency management plans. A report was provided examining the outline of the Town's existing CEMP, which did not use the format required by FDEM.

Following initial review, Witt O'Brien determined the baseline by which the Town's existing plan was operationally effective. Formatting of the plan was also reviewed to ensure use of the industry standard format. A full update was performed by taking the

information from the Town's existing CEMP and implementing FDEM guidelines within the document.

The team followed best practices, including guidelines from the Emergency Management Assessment Program the Comprehensive Preparedness Guide, the National Fire Protection Act, and the Federal Emergency Management Agency's (FEMA's) National Response Framework. They also used open-source information, and examined Broward County's 2017 Hazard Mitigation Plan and the 2020 Broward County CEMP. Based on this information, Witt O'Brien formed an idea of what Lauderdale-By-The-Sea may face in the future, and profiled the hazards associated with these anticipated events.

One key item for planning consideration was an overview of the community and its composition. The team examined 2020 U.S. Census data, as well as data from the 2021 American Community Survey (ACS). 41.1% of the Town's population is over the age of 65, while 9% is over the age of 85. Vulnerable populations add more planning considerations, particularly in relation to evacuations and notifications.

The team also examined major disaster declarations for Broward County. From 1965 through 2020, there have been 20 residential disaster declarations, most of which are related to tropical storms or hurricanes. This list also includes the COVID-19 pandemic.

Mr. Foss advised that there is a need to make special planning considerations in light of the Americans with Disabilities Act (ADA) and Access and Functional Needs (AFN) populations. This is particularly true with the Town's older population. He also pointed out that the tourist population is unlikely to opt into emergency alerts or notifications. Additional mapping, including street maps and identification of short-term rentals, was included, along with a Broward County emergency evacuation map and flood maps.

Initial draft review of the CEMP included Town Manager Connors, Deputy Town Manager/Public Works Director Rubach, BSO Captain Thomas Palmer, and VFD Chief Judson Hopping, as well as Mr. Foss and another representative of Witt O'Brien. A workshop was hosted in July to discuss the CEMP and address comments and concerns throughout the draft update. This team has approved a final draft for presentation to the Commission.

Commissioner Strauss asked if evacuation planning and zones were addressed as part of the CEMP. Deputy Town Manager/Public Works Director Rubach replied that he was confident it would be possible for the BSO team to direct evacuations from the Town.

Commissioner Oldaker asked how the Town's out-of-town operations center at Holy Cross Hospital is coordinated. Deputy Town Manager/Public Works Director Rubach advised that the Town Manager, Public Works, BSO, and VFD meet annually at the beginning of hurricane season to review these plans, and Town Staff reaches out to Holy Cross in advance to ensure access and a plan.

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

- a. Resolution 2022-55 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH FULL MOON CREATIVE LLC. FOR A/V EQUIPMENT UPGRADES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

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

Deputy Town Manager/Public Works Director Rubach stated that the Town has used Full Moon Creative LLC's services for nearly one year, in which time they have dealt with a number of issues related to the Town's audiovisual equipment and system. This Item will address issues with cameras, microphones, and the Commissioners' voting system. The only items not being replaced are the speaker system and the screen.

Commissioner Oldaker asked if Full Moon Creative would be able to present the systems used by other municipalities to determine what would be the best for the Town. Howard Attias, owner of Full Moon Creative, replied that the new voting system would be touch screen-based, with a television screen to display the item being voted upon as well as the Commissioners' votes.

Vice Mayor Malkoon noted that replacement microphones are recommended although the existing microphones have not reached the end of their useful lives. Mr. Attias explained that the new microphones have improved sound quality and are more sensitive. The new televisions will be larger as well.

Vice Mayor Malkoon also requested additional information on the video feed. Mr. Attias stated that Comcast will run fiber to the Town Hall building to upgrade to an HD feed,

which will provide a clearer standard-definition picture, even though the Town's channel is not in high definition.

Vice Mayor Malkoon asked if there are steps that can be taken to protect the new equipment in the event of another power surge. Mr. Attias advised that the Town's surge protection outlets are rated for commercial equipment; in addition, this system conditions power as it comes through, which lessens the possibility of damage. He noted, however, that the more advanced the equipment, the more sensitive it may be to power spikes.

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

17. RESOLUTIONS – PUBLIC COMMENTS

Acting Town Attorney James White advised that Resolutions 2022-57 and 2022-56 are related, as one adopts the updated fee schedule for permitting and inspections in reference to the C.A.P. Government contract presented for approval in the second Resolution. It was determined that these two Resolutions would be presented and discussed together and then voted upon separately.

At this time Mayor Vincent opened public comment for Resolutions 2022-57 and 2022-56, which he closed upon receiving no input.

a. Resolution 2022-57 -- A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING AND RE-ADOPTING THE BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Development Services Director Jhanelle Campbell advised that the Town's building permit fees are based on a percentage of job costs, which is standard practice throughout Broward County. The current building fee schedule was adopted in 2012 when the Town first entered into agreement with C.A.P. Government, Inc. There are some fees within the building permit fee schedule that are outside typical permit value, such as costs for additional inspections or certificates of occupancy fees.

Staff has reviewed the current fee schedule and recommends the following changes:

- Update surcharge costs required by Broward County
- Reduce pool fees from 2.5% to 1.5% of total job costs

- Increase charges outside the permit job costs by approximately 10%
- Implement a new service allowing contractors to submit notice of commencement (NOC) to the Town, which Staff will record on their behalf and file for a permit at an additional cost as outlined in the permit fee

Staff recommends approval of Resolution 2022-57.

Mayor Vincent requested additional information on the recording of NOCs, asking if this is an additional service offered by other Broward municipalities and how its implementation would affect Staff. Mark Lefebvre, representing C.A.P. Government, explained that other municipalities provide this important service to contractors.

Mayor Vincent also asked if there is a cutoff point at which the costs of construction of a pool do not have to be incorporated into the value, as some costs may be associated with aesthetics. Mr. Lefebvre replied that the proposed change would simplify the pool fee so it follows only a percentage of revenue. The 1.5% change is consistent with what is required by other municipalities.

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve Resolution 2022-57. Motion carried 5-0.

b. Resolution 2022-56 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING PLANS REVIEW AND INSPECTION SERVICES; PROVIDING FOR WAIVER, AUTHORIZATION TO EXECUTE, IMPLEMENTATION, AND FOR AN EFFECTIVE DATE

Development Services Director Campbell next addressed Resolution 2022-56, recalling that in 2011, the Town issued a request for proposal (RFP) for building services, after which they entered into a three-year agreement and two one-year extensions with C.A.P. Government. This contract was renewed in 2017 with the same terms. Since that renewal, Staff continues to receive positive feedback regarding C.A.P. Government's services. Based on this feedback, Staff recommends a waiver of the purchasing manual's bidding requirements and authorization of the Town Manager to execute the proposed agreement before the Commission.

Some adjustments were made to the contract:

- C.A.P. Government would now provide a dedicated employee to assist the Town's customers with the electronic permitting system incorporated during the COVID-19 pandemic
- The Town will have the option to renew for two periods of two years each rather than two one-year periods
- In the event that building permit service revenue exceeds \$1.2 million during the fiscal year, the Town shall receive 30% of net revenue from that month forward; this threshold is currently at \$800,000
- Work without permit revenue would be divided 50/50 between C.A.P. Government and the Town. At present, this revenue is divided at a rate of 75/25

Staff recommends approval of Resolution 2022-56 with these changes, as well as with waiver of purchasing manual requirements and authorization for the Town Manager to execute the proposed agreement.

Commissioner Oldaker noted that the dedicated employee would not be on-site, and asked if clients will be able to schedule appointments with this individual. Development Services Director Campbell replied that clients would be able to call this individual and have their questions answered. This employee will also be able to walk clients through the process and evaluate the permit and documentation to ensure completion before it is reviewed.

Commissioner Oldaker asked what might happen if a client is not satisfied following this call. Development Services Director Campbell stated that individuals are welcome to bring any issues to the Department.

Development Services Director Campbell added that Staff is also working on a screen-by-screen manual that can be used for online permitting submittals.

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve 2022-56. Motion carried 5-0.

7. PUBLIC SAFETY DISCUSSION

a. BSO November 2022 Report

BSO Captain Thomas Palmer reported that the employees of the month for November 2022 are the full membership of the Alpha Green squad, which apprehended two separate burglaries in progress.

Commissioner Oldaker commented that BSO visibility and warnings have been helpful in controlling traffic issues at various locations in the Town. He also requested additional information on catalytic converter theft. Captain Palmer replied that this is a widespread issue, adding that one commonly targeted vehicle is a Mitsubishi sport/utility vehicle (SUV).

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

b. AMR November 2022 Report

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

c. VFD October & November 2022 Report

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

8. TOWN MANAGER REPORT

a. Town Manager Report

Development Services Director Campbell provided an update on the pier, which went before the Special Magistrate the previous week. The owner was ordered to provide a safety report. The area of the pier that remains open has been determined to be safe, although another area has been closed. A professional consultant has been hired to assist with coordination of permit submittals. A two-year wait is anticipated before permits are issued.

Town Staff continues to work with the owner of the Sea Lord Hotel, as well as its newly hired counsel, to address ongoing issues on the property. A stop work order was issued for the property's façade and rooftop. Changes to the property will go before the Planning and Zoning Board and the Town Commission for final approval.

Commissioner Strauss requested a time frame for the Sea Lord Hotel to come before the Commission. Development Services Director Campbell replied that once Staff has reviewed all submittals and prepared reports, a citizen participation meeting will be held,

after which the property will go before the Planning and Zoning Board and the Commission.

Mayor Vincent asked for additional information regarding this property. Town Manager Connors advised that Code allows for administrative approval of minor changes in plans; however, Staff feels the proposed change in plans for the Sea Lord Hotel are sufficiently significant to go through the full process. The Town has not yet received the final plans for this property and cannot speak to what these might include. She acknowledged residents' concerns regarding the property, noting that fines continue to accrue at \$250/day.

Mayor Vincent recommended that the Commission refrain from commenting on the property until it has gone before the Planning and Zoning Board, where full details are expected to be presented.

Town Manager Connors pointed out that the Town's citizen participation Ordinance was not in place when the plans for the property were originally approved. The updated plans must go through this process. In addition, any items coming before the Commission must meet the Town's Charter requirements in order to be approved. She clarified that some items, such as elevator shafts, solar panels, and mechanical equipment, are permitted to be taller than the Town's height limitation.

Town Manager Connors also addressed the pier, noting that its owner must seek permits from several governmental entities in addition to the Town, which is the reason for the extended time frame for permitting. Town Staff has spoken with State Representative Chip LaMarca as well as the Town's State Senator, both of whom offered assistance immediately following the recent hurricane. Their help may be needed to expedite the permitting process as soon as possible.

Mayor Vincent asked if the level of the pier's deterioration will require additional repairs because of the hurricane. Development Services Director Campbell confirmed that some of the repairs are outside the scope of the original permit.

Town Manager Connors continued that the Town's Downtown Christmas tree has exceeded its useful life and needs to be replaced. She recommended purchasing a new tree on sale after the holiday season, and requested authorization to spend up to \$50,000 on a new tree. The new tree would then be presented to the Commission for approval at a subsequent meeting. There was Commission consensus to authorize the Town Manager to purchase a new tree for up to \$50,000 following the holidays.

Town Manager Connors concluded that Deputy Town Manager/Public Works Director Rubach is working with the VFD on their new contract. The Town Manager has extended the existing contract for a few months while this work continues.

Work will begin in late January 2023 on lateral lining to continue improvements to the Town's sewer system in order to avoid emergency repairs. This work will start in the Downtown area.

The canal dredging project, which began in 2020 with a benthic survey, will begin soon in Canal B and the Silver Shores Waterway. Notice has been provided to affected communities on Codrington Drive, Seagrape Drive, Basin Drive, South Tradewinds Avenue, and Hibiscus Avenue.

Town Manager Connors recognized Assistant to the Town Manager Courtney Easley, who was recently honored by the Broward County City Managers' Association with a Rising Star Award.

b. September Finance Report

Director of Budget and Finance Lucila Lang noted that the September 2022 Finance Report includes preliminary information and numbers, as some invoices have not yet been received or processed. The Town realized some savings in its group insurance fund, as the increase was less than the 17% for which the Town had budgeted. There are also savings in salaries due to open requisitions.

Building funds were significantly higher than what was budgeted, and Sewer Fund revenues increased and had fewer expenses. The truck budgeted for in the Fire Fund has not yet been received, and this expense has been moved to fiscal year (FY) 2023. All Parking Fund revenues exceeded expectations, with the exception of parking permits. Director of Budget and Finance Lang pointed out that the Town purchased a parking lot and transferred \$1.1 million to the Capital Improvements Program.

The Town's audit is currently underway and is expected to be complete in March 2023.

c. Marketing 4th Quarter

None.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. Minutes:

- 10-6-22 Special Town Commission Meeting Minutes
- 10-25-22 Special Town Commission Meeting Minutes
- 11-15-22 Regular Town Commission Meeting Minutes

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

11. CONSENT AGENDA

- a. Special Event Application for Feast of the Holy Epiphany and Blessing of the Waters, January 6, 2023
- b. Resolution 2022-54 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST RENEWAL OF THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE USE OF AND ACCESS TO TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND FOR AN EFFECTIVE DATE
- c. Special Event Application for Lauderdale-By-The-Sea Health Fair on February 4, 2023 and Co-Sponsorship by the Town

Commissioner Oldaker made a motion, seconded by Commissioner Pouloupoulos, to approve a, b, and c. Motion carried 5-0.

12. OLD BUSINESS

- a. Sidewalk Café and Outdoor Dining Fee Waivers related to COVID-19

At this time Mayor Vincent opened public comment.

Ann Marchetti, resident, spoke on behalf of several of the Town's Downtown restaurants, noting that many of these establishments received invoices from the Town regarding outdoor dining charges. Several of these invoices had different dates and were unclear with respect to the time frame, as well as whether the invoices were for existing or expanded outdoor dining.

Ms. Marchetti continued that these restaurants believe it was the Commission's intent to forgive outdoor dining costs from March 2020 through April 15, 2022. She noted that the backup materials differentiate between outdoor dining and sidewalk cafés. The restaurants have been given a reprieve of 110 days for both types of dining, which they feel is a very short time period. They have asked the Commission to consider waiving the fees and begin billing for them in March 2024, retroactive to April 15, 2022.

With no other individuals wishing to speak on this Item, Mayor Vincent closed public comment.

Assistant to the Town Manager Courtney Easley advised that the Item before the Commission presents information on sidewalk café and right-of-way fees billed during the COVID-19 pandemic. During this time frame, a series of fee waivers were approved by Resolution. Some restaurateurs have requested additional clarification regarding the waived fees, as well as clarification of when the Town began to bill the restaurants.

A sidewalk café is an area located on a public sidewalk or in a portion of a right-of-way associated with a restaurant. It is characterized by the presence of tables and chairs, and is usually shaded by awnings or umbrellas. During the COVID-19 pandemic, the Commission allowed restaurants to expand their sidewalk cafés by using nearby parking spaces. This was done through a series of Resolutions in a time period from September 2020 through November 2022. A timeline of Commission approvals is included in the Agenda packet.

The two issues at tonight's meeting are:

- Reimbursement of fees from FY 2020
- Charges of fees from July 15, 2021 through September 30, 2021

Assistant to the Town Manager Easley recalled that on March 13, 2020, the Town declared a public emergency. Five days later, on March 18, restaurants and beaches were ordered closed for approximately 110 days until July. In July, restaurants were allowed to resume operations in a limited capacity; however, prior to the March closures, most restaurants had already paid their invoices for the full fiscal year.

The reimbursement of this payment for 110 days from March to July is \$25,000. The second option, which extends from March through September, would be \$47,000. During this period, no Resolution was attached to any waivers.

Regarding the charges of fees from July 15, 2021 through September 30, 2021, this period of time was addressed under Resolution 2021-36, which only waived the fees associated with parking areas and the use of the Plaza. This Resolution did not extend the waiver for sidewalk cafés or right-of-way license fees; therefore, Town Staff invoiced for the fees during this time period.

Some businesses believe it was the Commission's intent to waive these fees for sidewalk cafés and parking areas from July 15 through September 30, 2021. After review, it was found that the Commission's motion on this issue was very specific. Staff is requesting that the Commission provide direction regarding the reimbursement of sidewalk café fees.

Mayor Vincent asked if a member of the Commission who was on the prevailing side of the motion must move to reconsider the item, or if the Commission may override their previous motion without bringing it back for reconsideration. Town Attorney White replied that a motion for reconsideration must typically be made by an individual who was on the prevailing side of that decision at the next Commission meeting.

Town Attorney White continued that if the Commission wishes to reexamine their motion regarding Resolution 2021-36, Staff may bring this item back for discussion. He pointed out that this Resolution arose from a Code provision which provided the ability to grant relief during the COVID-19 pandemic for extraordinary circumstances.

Vice Mayor Malkoon asked if a Resolution was voted upon for the 110 days' reimbursement. Assistant to the Town Manager Easley explained that no action was taken between March and September; the Resolution date is from September 21 onward. Vice Mayor Malkoon commented that the Commission may wish to consider this portion of the Item at today's meeting, with the Resolution to be reconsidered at another time. He noted that while the proposed reimbursement for 110 days seemed fair, the restaurants continued to pay for other services, such as trash pickup, during that time.

Commissioner Oldaker requested additional clarification of the two issues. It was clarified that Staff was referring to actions taken in 2020, while Ms. Marchetti had

referred to actions from March 2020 through April 2022, which constitutes a full two years.

Commissioner Oldaker continued that the Resolutions were made and voted upon with specific intent. The Commission would also need to know how the votes on Resolutions were broken down among the Commission, and must consider each appropriate Resolution separately. The revenue collected would also need to be calculated, along with the revenue lost through alternative use of the parking spaces. He pointed out that the Commission is charged with acting as stewards of Town property as well as accommodating Town businesses.

Assistant to the Town Manager Easley observed that the votes taken at different meetings did not consistently involve the same Commissioners, which may or may not affect how an Item could be brought back. Town Attorney White advised that the makeup of the Commission does not matter, as the Commission will be reviewing these items as a body.

Commissioner Pouloupoulos noted that while he was not on the Commission until March 2022, he had attended many Commission meetings. He agreed with Vice Mayor Malkoon that the restaurants could not have used their sidewalk cafés during the 110-day span from March to July 2020.

Commissioner Pouloupoulos requested clarification that if the other Resolutions are revisited, he would or would not be able to consider them. Town Attorney White replied that he did not have sufficient information at hand to give a definitive answer at this time, and this issue would need to be examined further. He reiterated, however, that the intent of the Resolution is not invalidated because it is now being seen in a different light, or if a current member of the Commission was not a member at that time. He concluded that he would like to further examine the subject Resolution(s) in the context of the Code provision and backup materials to determine what could be done.

Mayor Vincent commented that the Commission appears to be in agreement regarding the 110 days in 2020. He added that the Commission also attempted to accommodate the restaurants' needs with additional seating outdoors. Once all businesses had reopened, the Commission continued to allow expanded outdoor seating for an extended time, which in some cases added a significant amount of seating for restaurants that also offered traditional indoor seating. The intent of this was to allow those businesses to make up for their losses during prior closings.

Mayor Vincent continued that if two years' worth of waiver is considered for restaurants, it is possible that other businesses might come forward to point out that they did not receive additional consideration when they were limited during the pandemic. He felt this discussion should continue beyond tonight's meeting if a member of the Commission wished to bring it back, with additional conversation with the Town Attorney and the Town Manager.

Commissioner Pouloupoulos asked what other fees the Town waived during the same time period. Town Manager Connors replied that the Town waived late charges for businesses that did not pay their business tax receipts (BTRs) on time. The Town also allowed a relaxation of Sign Code in general, which permitted the use of sandwich board signs and banners. She added that the removal of parking spaces from the Downtown area helped restaurants in that area, but some retail businesses indicated that they were hurt by the loss of this parking. Commissioner Pouloupoulos commented that it seemed the greatest benefit of these changes went to the Downtown restaurants.

Town Manager Connors advised that upon re-listening to the meeting at which payment for sidewalk cafés was discussed, the Town Attorney had requested clarification from the Commission regarding what they meant to vote upon in Resolution 2021-36, which was summarized as waiving fees for parking spaces but still requiring payment for sidewalk cafés.

Commissioner Pouloupoulos asked if there was a Resolution or any other change between July and September 30, 2020 other than the lifting of Broward County's emergency order. Assistant to the Town Manager Easley clarified that there were no additional changes from the Commission during that time period.

Mayor Vincent concluded that the issue of the additional \$22,000 from July through September would be reviewed further by the Town Attorney, and a decision would be made at a future date.

Commissioner Oldaker made a motion, seconded by Vice Mayor Malkoon, to reimburse restaurants for the 110 days that their sidewalk cafés could not be open due to mandated closure. Motion carried 5-0.

Town Manager Connors suggested that if a restaurant is not current on its sidewalk café payment, a credit could be given against that payment in lieu of reimbursement. The Commission agreed to this by consensus.

13. NEW BUSINESS

b. Holiday Parking Fees

Commissioner Oldaker suggested that the Town charge parking fees for the use of metered parking spaces during holidays.

Vice Mayor Malkoon commented that there is no parking staff working on holidays to enforce payment. Town Attorney White noted, however, that the schedule of Public Works Staff could be modified to enforce the proposal. Commissioner Oldaker further clarified that his suggestion was that parking meters not be turned off on those days.

Town Manager Connors advised that the current practice is to “bag” parking meters on holidays. She recommended that if the Commission went forward with this proposal, Staff should continue to be given the day off and the meters would be left operable. Commissioner Oldaker explained that his intent was to charge for metered parking on holidays whether or not Staff was present.

Commissioner Oldaker made a motion to eliminate free holiday parking on Thanksgiving, Christmas, and New Year’s Day. (The motion died for lack of second.)

c. Town Manager Performance Evaluation

Mayor Vincent explained that the Town Manager’s contract requires a written performance evaluation to be conducted annually, and that the Commission meet to discuss this evaluation. A written list of the Town Manager’s accomplishments is attached, as is the 2020 Broward County Municipal Managers’ Survey.

Town Manager Connors thanked the Commission for the opportunity to serve first as Interim Town Manager and later as Town Manager. She recalled that the city of Wilton Manors had conducted a survey of municipal managers’ salaries earlier in the year, which showed that the Town Manager’s salary was approximately \$80,000 less than the average in Broward County. She requested that the Commission consider bringing her salary closer to this average as part of their review.

Director of Budget and Finance Lang advised that the Town budgeted \$2.4 million for salaries, while actual salaries currently total \$2.355 million, a savings of roughly \$63,000. This is because when the budget was compiled, a 5% increase was included

across the board; however, these increases were given out based on individual performance, which resulted in some savings. In addition, the position of Assistant Development Services Director has been open for most of the year, and there are three vacant positions in Public Works.

Commissioner Poulopoulos stated that Town Manager Connors has demonstrated the ability to think creatively when approaching a challenge. He also felt the Town Manager took pride in her work and can continue to improve upon her 2022 performance. He continued that he has reviewed the comparable salaries of other municipal managers in Broward County and believed Lauderdale-By-The-Sea is not up-to-date in its compensation of the Town Manager.

Commissioner Poulopoulos made a motion to raise the Town Manager's salary to \$200,000 for the coming year.

Commissioner Oldaker agreed, recalling that the Town was in a difficult position when the Town Manager assumed her current role. He suggested that the Town establish a base salary for the Town Manager, to which a merit increase could be added to bring the total to a particular amount.

Commissioner Strauss observed that he had negotiated the Town Manager's contract, which included a number of items that called for increases going forward. The Town Manager has met many of these goals, for which he felt she should be compensated. He recommended that the Town Manager's salary be slightly more than what is paid to the City Manager of Wilton Manors, which is \$203,000.

Vice Mayor Malkoon recalled that the Town was not functioning properly when the Town Manager assumed her current role, which required her to take action immediately. He felt she has experienced significant growth in this position, and concluded that he was open to further discussion of compensation.

Mayor Vincent advised that while he had been in favor of going through a more thorough process when seeking a Town Manager, he has been supportive of her work as Town Manager and felt she has achieved a high level of performance and proven herself in this position. This was reflected in the scores of her evaluation. He concluded that he was in favor of a higher base salary in the \$190,000 to \$200,000 range, with the opportunity for an additional merit increase.

Town Attorney White pointed out that under the terms of the Town Manager's employment agreement, any adjustment to the original base salary would be classified as the adjusted salary for the purposes of her contract. He noted that Section 5.1 of the employment agreement establishes a compensation base, while any adjustment under Section 6.3 would be referred to as the adjusted salary.

Based on the Town Manager's performance review, the Commission may increase the salary, holidays, leave, or benefits granted under the agreement, or they may grant a high-performance award to be paid in a lump sum amount, which would not be added to the salary or wages. Town Attorney White concluded that the amount of the pay for performance would take into account the fiscal condition and ability of the Town to pay at that time.

Vice Mayor Malkoon asked if the Commission should also review employee salaries and pay scales in general. Town Manager Connors confirmed that the Town would need to look into how its salaries compare to those of other Broward municipalities, as there is a danger of losing Staff members to communities with more competitive salaries. She added that if her salary were adjusted to \$193,000, a 5% raise would bring it to the level recommended by Commissioner Strauss at \$202,650.

Town Attorney White advised that Commissioner Pouloupoulos's motion would raise the Town Manager's base salary to \$200,000 per year. He also noted that this motion has not yet been seconded.

Commissioner Pouloupoulos withdrew his motion.

Commissioner Pouloupoulos clarified that he was in favor of the method proposed by the Town Manager, as he felt a merit-based salary increase would be beneficial to both the Town Manager and the Town.

Commissioner Pouloupoulos made a motion, seconded by Vice Mayor Malkoon, to increase the Town Manager's base salary to \$193,000, with a 5% merit increase which would bring her total salary to \$202,650. Motion carried 5-0.

14. COMMISSIONER COMMENTS

The Mayor, Vice Mayor, and Commissioners wished happy holidays to all present.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 9:37 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: January 10, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Town Administration

Item Type: Resolutions

Agenda Section: Consent Agenda

Subject Title: Resolution 2023-01 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING TOWN COMMISSION MEETING DATES FOR THE 2023 CALENDAR YEAR

Explanation: Section 2-16 of the Town Code of Ordinances provides that the Town Commission shall have regular monthly meetings, but specifically allows the Town Commission to decide not to hold a regular meeting in a given month and to conduct special meetings as often as it may deem appropriate.

The Town Commission traditionally meets on the second and fourth Tuesday evenings of the month, but often must change these dates in September to accommodate the hearing requirements of budgetary statutes, and often cancels one meeting in each of the months of August, November and December.

Resolution 2023-01 sets regular meeting dates for the 2023 calendar year for the second and fourth Tuesdays of each month at 6:30 PM, except that the Town Commission will not meet on August 8, 2023 (Summer recess), November 28, 2023 (Thanksgiving break) or December 26, 2023 (Christmas break). The calendar also includes Budget Hearings which are tentatively scheduled to be held at 5:30 PM on September 12th and 26th. The Town's budget meetings cannot conflict with either the County or the School Board meetings. These dates are not posted until June and therefore the Town may need to reschedule our meeting to eliminate the conflict.

Finally, this resolution does not preclude the Town Manager from scheduling special meetings to manage the business of the Town. Nor does it affect the Commission's ability to call special meetings in accordance with Section 2.18 of the Town Code.

Recommendation: Approve Resolution 2023-01.

Exhibits: Ex. 1 Resolution 2023-01
Ex. 1A - 2023 Calendar

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27

3
4
5
6
7
8

10
11
12

13
14
15
16
17

18
19
20
21

22
23

24

25

26
27

Section 2. Setting Town Commission 2023 Meeting Dates. The Town Commission regular meeting dates for the 2023 calendar year will be on the second and fourth Tuesdays of each month at 6:30 PM, except that the Town Commission will not meet on August 8, 2023, November 28, 2023 or December 26, 2023.

Section 3. Implementation. The Town Manager is hereby authorized to take any actions necessary to implement the purposes of this Resolution. Any changes to the regular Town Commission meeting dates for 2023 calendar year may be approved by motion of the Town Commission.

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 10th day of January, 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

2023 Commission Meeting Schedule

MEETING	DATE	TIME
Regular Town Commission	Jan 10	6:30 pm
Regular Town Commission	Jan 24	6:30 pm
Regular Town Commission	Feb 14	6:30 pm
Regular Town Commission	Feb 28	6:30 pm
Regular Town Commission	Mar 14	6:30 pm
Regular Town Commission	Mar 28	6:30 pm
Regular Town Commission	Apr 11	6:30 pm
Regular Town Commission	Apr 25	6:30 pm
Regular Town Commission	May 9	6:30 pm
Regular Town Commission	May 23	6:30 pm
Regular Town Commission	June 13	6:30 pm
Regular Town Commission	June 27	6:30 pm
Regular Town Commission	July 11	6:30 pm
Regular Town Commission	July 25	6:30 pm
Regular Town Commission	Aug 8	6:30 pm
Cancelled Town Commission	Aug 22	6:30 pm
1 st Budget Hearing	Sept 12	5:30 pm
Regular Town Commission	Sept 12	6:30 pm
2 nd Budget Hearing	Sept 26	5:30 pm
Regular Town Commission	Sept 26	6:30 pm
Regular Town Commission	Oct 10	6:30 pm
Regular Town Commission	Oct 24	6:30 pm
Regular Town Commission	Nov 14	6:30 pm
Cancelled Town Commission	Nov 28	6:30 pm
Regular Town Commission	Dec 12	6:30 pm
Cancelled Town Commission	Dec 26	6:30 pm

2023 Code Hearing Schedule

MEETING	DATE	TIME
Code Hearing	Jan 26	5:00 pm
Code Hearing	Feb 23	5:00 pm
Code Hearing	Mar 23	5:00 pm
Code Hearing	Apr 27	5:00 pm
Code Hearing	May 25	5:00 pm
Code Hearing	June 22	5:00 pm
Code Hearing	July 27	5:00 pm
Code Hearing	Aug 24	5:00 pm
Code Hearing	Sept 28	5:00 pm
Code Hearing	Oct 26	5:00 pm
Code Hearing	Nov 16	5:00 pm

2023 Planning & Zoning Schedule

MEETING	DATE	TIME
P&Z Meeting	Jan 4	6:00 pm
P&Z Meeting	Feb 1	6:00 pm
P&Z Meeting	Mar 1	6:00 pm
P&Z Meeting	Apr 5	6:00 pm
P&Z Meeting	May 3	6:00 pm
P&Z Meeting	June 7	6:00 pm
P&Z Meeting	July 5	6:00 pm
P&Z Meeting	Aug 2	6:00 pm
P&Z Meeting	Sept 6	6:00 pm
P&Z Meeting	Oct 4	6:00 pm
P&Z Meeting	Nov 1	6:00 pm
P&Z Meeting	Dec 6	6:00 pm



Town Commission Agenda Item Report

Meeting Date: January 10, 2023

Submitted by: Ken Rubach, Director of Public Works

Submitting Department: Parking

Item Type: Consent

Agenda Section: CONSENT

Subject Title: 2023 Parking Permits for Turtle Monitoring Organizations

Explanation: The Commission has approved parking passes for organizations conducting sea turtle research since 2014. These passes are utilized for volunteers and staff that monitor the turtle nests within town. This year, the requests are as follows:

- Ten (10) parking permits for the Sea Turtle Stranding Response ("STOP") organization, a non-profit organization that coordinates volunteers to monitor turtle nests on Broward County beaches; and
- Four (4) permits for Nova Southeastern University Oceanographic Center ("NSUOC") to conduct the Sea Turtle Conservation Program on beaches under contract with Broward.

Since this is an annual request that is to the benefit of the Town, staff is also suggesting that the Town Manager is given authority to grant these parking permits in the future.

Recommendation: Staff recommends the Commission approve the requested issuance of parking permits and grant Town Manager approval to issue said permits in future years.

Attachments: None



Agenda Item No: 12.a

Town Commission Agenda Item Report

Meeting Date: January 10, 2023

Submitted By: Courtney Easley, Assistant to the Town Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: Old Business

Subject Title: RESOLUTION 2023-02 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH R.T.R. FINANCIAL SERVICES, INC. FOR DEBT COLLECTION SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT TO THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: On October 26, 2021, the Town approved a piggyback agreement for debt collection services through R.T.R Financial Services for unpaid parking citations. The original contract is between R.T.R Financial Services Inc. ("RTR Financial") and the City of Deerfield Beach who entered into a contract on July 28, 2021, pursuant to Request for Proposal #21-03-JW, (the "Deerfield Contract") for the provision of consumer debt collection services for parking citations (the "Services"). The Deerfield Contract is for three (3) years, beginning on August 1, 2021, through July 31, 2024, with the option to renew the contract for two (2) additional one (1) year terms.

We have been pleased with RTR Financials' service and because of this initial success, staff identified additional service fees that could be included under this agreement. In addition to unpaid parking fees, the Town would like to amend the contract to include collection services for unpaid garbage, sidewalk café and cost recovery fees. Cost recovery fees include mailing costs, recording fees and consultant fees (Attorney, Engineer, Planning, Architect, etc.). These types of fees are included in the original contract, but we did not highlight our use of them in our original resolution to piggyback. Resolution 2023-02 would allow us to move forward with RTR collecting these additional unpaid debts.

The Contract provides for a contractor's fee of 15% of the principal amount to be added by RTR Financial to the principal amount of the debt collected (the "Collection Fee") by RTR Financial from the debtor.

Recommendation: Staff recommends approval of Resolution 2023 – 02 approving an amendment to the piggyback agreement with RTR Financial for debt collection services, utilizing the City of Deerfield Beach Contract #21-03-JW (RFP #21-03-JW) for Debt Collection Services.

Exhibits: Ex. 1 Resolution 2023-02
Ex. 2 Deerfield Contract #21-03-JW
Ex. 3 Piggyback Amendment to the Agreement

- 1
- 2
- 3
- 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

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH R.T.R. FINANCIAL SERVICES, INC. FOR DEBT COLLECTION SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT TO THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 26, 2021, the Town Commission approved a piggy back agreement with R.T.R. Financial Services, Inc. for debt collection services related to outstanding parking citations utilizing the City of Deerfield Beach Contract procured pursuant to Request for Proposals No. 21-03-JW for Debt Collection Services; and

WHEREAS, Town Staff has been pleased with the services provided by R.T.R. Financial Services, Inc. and recommends that the Town Commission approve an Amendment to the Agreement to also include collection services for unpaid garbage, sidewalk café and cost recovery services (the “Amendment to the Agreement”); and

WHEREAS, the Town Commission desires to approve an Amendment to the Agreement;

and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize execution of the Amendment to the Agreement.

**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 to the Agreement Approved. The Amendment to the Agreement with R.T.R. Financial Services, Inc. attached hereto as Exhibit “A,” is hereby approved.

Section 3. Authorization to Execute the Amendment to the Agreement. The Town Manager is hereby authorized to execute the Amendment to the Agreement, attached as Exhibit “A,” together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 10th day of January, 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

RESOLUTION NO. 2021/108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS #21-03-JW FOR DEBT COLLECTION SERVICES; AUTHORIZING EXECUTION OF AGREEMENTS WITH THE TOP THREE RANKED FIRMS, LIFE LINE BILLING SYSTEMS, LLC DBA LIFEQUEST SERVICES, R.T.R FINANCIAL SERVICES, INC., AND VALLEY COLLECTION SERVICE, LLC, FOR THREE YEAR TERMS WITH TWO ADDITIONAL ONE YEAR RENEWAL TERMS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the "City") desires to enter into agreements for debt collection services (the "Services"); and

WHEREAS, the City issued Request for Proposals No. 21-03-JW for Debt Collection Services (the "RFP"); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on February 26, 2021, and the notice was also sent to 105 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, 23 firms viewed the RFP documents; and

WHEREAS, on March 24, 2021 at 3:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the "Division") closed and unsealed the six proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the responsive proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation meeting was held on April 8, 2021 to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial ranking, the evaluation committee held oral presentations with the top three ranked firms; and

WHEREAS, following the presentations, the evaluation committee was unanimous in their decision to recommend award to the top three ranked firms: Life Line Billing Systems, LLC dba LifeQuest Services ("LifeQuest"), R.T.R. Financial Services, Inc. ("R.T.R"), and Valley Collection Service, LLC ("Valley"); and

WHEREAS, the evaluation committee recommends that the City Commission approve the ranking and award of the RFP to the top three ranked firms LifeQuest, R.T.R., and Valley,

and authorize execution of agreements with LifeQuest, R.T.R., and Valley for the provision of the Services for three year terms with two additional one year renewal options.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the award of the RFP to LifeQuest, R.T.R., and Valley for the Services.

Section 3. The City Manager is hereby authorized to execute agreements with LifeQuest for EMS fees collection, R.T.R. for Parking Citation collection, and Valley for Utilities & Solid Waste and Recycling fees collection, consistent with the terms of the RFP, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

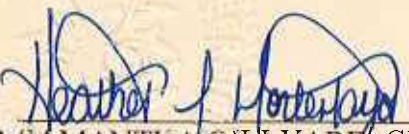
PASSED AND ADOPTED THIS 20TH DAY OF JULY, 2021.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:


for SAMANTHA GILLYARD, CITY CLERK

CONTRACT

This CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (the "CITY"), a municipal corporation and R.T.R. Financial Services Inc. (the "CONTRACTOR"), as follows

WITNESSETH:

WHEREAS, pursuant to RFP #21-03-JW (the "RFP") the CITY accepted competitive proposals for Debt Collection Services; and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the RFP, the CITY has determined that CONTRACTOR is responsive and responsible and that CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the City Commission awarded the RFP and contract to CONTRACTOR for the debt collection services on July 20, 2021, Resolution No 2021/108

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describe the Services to be provided.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 CONTRACTOR shall perform the debt collection services as detailed in the scope of services attached Exhibit "A" (the "Services"). This Contract, the RFP, together with the response to the RFP of CONTRACTOR shall constitute the entire Contract. The parties agree that the scope of services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.
- 1.4 This is a Non-Exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to

make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial Contract term shall be for three (3) years and begin August 1, 2021 and end on July 31, 2024. The City reserves the right to renew the Contract for two (2) additional one (1) year renewal terms providing City Manager approval and all terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City.
- 2.2 In the event the CONTRACT is scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue to provide the products and services upon the request of the City Manager or his designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of this CONTRACT. The CONTRACTOR shall be compensated for the products and services at the rate in effect when this extension clause is invoked by the CITY.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 CONTRACTOR'S fee of 15% of the principal amount of the debt shall be added by the CONTRACTOR to the principal amount of the debt to be collected (the "Collection Fee") by the CONTRACTOR from the debtor. (i.e., Principal amount of debt is \$100. CONTRACTOR adds \$15 Collection Fee to the debt and collects a total of \$115 from the debtor. The CITY gets \$100 and CONTRACTOR gets \$15).
- 3.2 The Collection Fee shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.3 If the RFP provides that the CONTRACTOR shall make payment to the CITY, such payment shall be made in conformance with the requirements set forth within the RFP.
- 3.4 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager

deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's default in any terms, obligations, restrictions, or conditions of this Agreement or the RFP, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Sections 6.1 and 6.2 of Article 6.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.7. In the event the CONTRACT is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. If Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

City Custodian of Public Records: SAMANTHA GILLYARD, CITY CLERK
Mailing address: 150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441
Telephone number: 954-480-4213
Email: WEB.CLERK@DEERFIELD-BEACH.COM

6.3 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this CONTRACT; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of CONTRACTOR, CONTRACTOR'S subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the CITY its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The CITY reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the CITY of any immunity to which it is entitled by law, including but not limited to the CITY'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

6.4 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Robert T. Reilly, President
RTR Financial Services, Inc.
2 Teleport Dr, Suite 302
Staten Island, NY 10311

6.7 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.8 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.9 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.10 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.11 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY's Signator and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.12 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.13 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.14 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

6.15 SCRUTINIZED COMPANIES

- a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR or its

subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the CONTRACT.

- b. If this CONTRACT is for more than one million dollars, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the CONTRACT.
- c. CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this CONTRACT.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

6.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

6.17 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

ARTICLE 7

INSURANCE

- 7.1 CONTRACTOR shall provide to the CITY evidence of insurability meeting the insurance requirements stated herein. CONTRACTOR shall not commence the work or otherwise perform the work as required by the resulting CONTRACT until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. CONTRACTOR shall assume full responsibility and expense to obtain all necessary insurance.

7.2. General

- a. CONTRACTOR shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this CONTRACT. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the CONTRACT (Solicitation Title and Number), and state that such insurance is as required by this CONTRACT. CONTRACTOR'S

failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the CONTRACT.

- b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. CONTRACTOR shall be responsible to pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
- c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- d. CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this CONTRACT, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

7.3 Coverages

CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this CONTRACT the following insurance as indicated with exes:

- ☒ **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis. The City shall be included as an additional insured on the commercial liability policy.
- ☒ **Professional Liability (Errors & Omissions) Insurance** - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONTRACTOR shall notify the CITY in writing within thirty (30) days of any claim filed or made against its

Professional Liability Insurance Policy. CONTRACTOR acknowledges that the CITY is relying on the competence of the CONTRACTOR to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONTRACTOR'S negligent errors and omissions, CONTRACTOR shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

- ☒ **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).
- ☒ **Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. If exempt for Worker's Compensation, proper documentation shall be provided.
- ☒ **Cyber Liability Insurance** - Cyber Liability Coverage shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence. Cyber liability policies protect businesses against lawsuits filed by customers and other parties that result from security or privacy breaches. Some cover claims alleging libel or slander, invasion of privacy, or infringement of copyright and other intellectual property rights. Note that virtually all cyber liability policies apply on a claims-made basis.

The CITY reserves the right to require additional insurance coverage and adjust minimum insurance coverage requirements based on the programs and activities of the CONTRACTOR.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

Kelsey Litchfield
[Signature]

CITY OF DEERFIELD BEACH

By: [Signature]
DAVID SANTUCCI, CITY MANAGER for

Date: 7-28-2021

ATTEST:

[Signature]
for SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM

[Signature]
ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

[Signature]
(Witness)

Stephanie Montijo
(Corporate Seal, if applicable)

RTR Financial Services, Inc
(Name of Corporation)

By: [Signature]
(Signature)

Robert T. Reilly
(Type Name/Title Signed Above)

23 day of June, 2021.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.

Exhibit "A"

SCOPE OF SERVICES

1. Purpose

It is the intent of the City of Deerfield Beach, Florida to award a contract to an established collection agency to provide consumer debt collection services by locating, contacting and securing payments from debtors of the City. These services shall maximize collections of authorized departmental delinquent accounts, thereby recovering the City of Deerfield Beach's revenues, using the most cost-effective methods and the highest professional standards. The debt collection services provided pursuant to this RFP, shall be available for all debts owed to City of Deerfield Beach. Debts may include, but are not limited to, parking citations, utilities, water & sewer charges, recycling, EMS, solid waste, medical collections, third party payments, fines, fees, licenses, permits, interest income, assessments, and any other type of receivable that is capable of being collected with the exception of revenues specifically governed by separate statutes such as revenues from taxes, investments, federal grants, Medicaid vendor overpayments and debts of cities and towns.

The CONTRACTOR shall maintain confidentiality of all documents and information provided by the City, except as to disclosure required by State and Federal laws and regulations.

2. Requirements

The CONTRACTOR shall provide the following services:

- Perform all necessary services on the City's behalf in order to obtain collection of amounts due to the City on accounts submitted to the collection agency.
- Collection activities, which include, but are not limited to, telephone contact, mail correspondence, skip tracing, credit bureau reporting, and vehicle registration hold.
- Provide monthly reports to the City, detailed for each City department (e.g., Parking, Utilities, EMS, solid waste, etc.).
- Acknowledgement of new accounts submitted
- Provide monthly status of all accounts submitted including accounts no longer being pursued and the reason why.
- Identify, semi-annually, performance gaps through internal audits and share findings with the City, including recommendations to improve collection results.
- Provide list of active accounts, on a monthly basis, showing the amount submitted, amount paid in the current period (30 days), amount paid to date, balance remaining on the account, and amount of commission resulting from any current payment.
- Provide summary report detailing by year the number of accounts and amounts placed in collection, average amount of account in collection, collection payments received to date, percentage of collection, and commission to date.
- Remit the amount due to the City resulting from payments made directly to the agency by the 15th of each month.
- Return to the City, at no charge or billed commission, any account that was placed in error, or any account previously submitted but requested returned by the City for City and/or legal follow up and collection.
- Only upon approval by the City's Director of Finance will the agency pursue legal action for collection.
- Establish internal computer systems to accept and communicate with all City computer systems to provide acceptance and information of City and Parking Enforcement's file transmissions.

- Accept any account submitted by the City regardless of account amount or age of receivable.
- Immediately notify the City of any file transmission error or system interruption, and verify to the City receipt of the completed file transmission.
- Provide a primary and secondary contact to the City for daily operational issues.
- Meet with the City at least semi-annually to coincide with their internal audits.

This RFP may result in multiple awards to qualified proposers and from a qualified suppliers list of proposers who will participate in the Contract(s) and will provide department collection services to any authorized agency of the City of Deerfield Beach.

3. Records

The CONTRACTOR must maintain a complete, separate, and detailed record of each account (using the City's account, citation, or case number), including all collection actions taken for related transactions and communications, for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of the contract or after the termination of the collection action for each account, whichever is later. The CONTRACTOR shall grant the City access to these records for inspection purposes during reasonable business hours for three (3) years after expiration of the contract.

The CONTRACTOR shall employ a Certified Public Accounting firm to perform an annual financial audit of the CONTRACTOR. A copy of the audit report along with any management letters or auditor comments that are relevant to the CONTRACTOR's fiscal/management practices affecting or having the potential to affect the performance of services described in this RFP and resulting contract shall be sent to the Director of Finance on an annual basis for each year that is covered by the contract.

4. Referrals

The CONTRACTOR shall accept referrals from the City only through the Director of Finance or designee. The CONTRACTOR shall not have full rights to the accounts and shall only be able to pursue collections on behalf of the City. The City will provide copies of documentation as required by CONTRACTOR to respond to debtors' requests. The City will make every effort to provide all pertinent information to the CONTRACTOR through the account referral data in a format approved by the City.

The CONTRACTOR shall allow for installment payment agreements and place a statement on all collection notices to this effect. The Director of Finance shall set parameters in which the CONTRACTOR may accept a payment agreement without permission of the City.

The CONTRACTOR shall not have the authority to accept a compromise settlement on any account without written consent of the Director of Finance. This consent may be accomplished by setting parameters in which the CONTRACTOR may accept a settlement without permission.

5. Collection Fees/Costs

For all accounts referred by the City, unless otherwise instructed by the Director of Finance, the CONTRACTOR's fee shall be added by the CONTRACTOR to the principal amount of the debt to be collected by the CONTRACTOR from the debtor. The CONTRACTOR shall retain the collection fee prior to remitting the principal amount to the City and report the amounts with each transmittal of collections to the Director of Finance.

Should there be any changes in laws or City policy that allows for a different method of recovering collections, the CONTRACTOR shall, upon instruction from the Director of Finance and after execution of an amendment to the contract, modify its methods accordingly.

If an account is reduced or cancelled by the City, no collection fee will be due to the CONTRACTOR for the amount so reduced or cancelled or as otherwise stated in the contract.

If a bankruptcy court discharges the CONTRACTOR's fee, the CONTRACTOR shall be entitled to a percentage equal to the CONTRACTOR's fee of the non-dischargeable debt collected. The CONTRACTOR shall deduct this amount prior to remitting the remaining principal amount to the City and report the amounts with each transmittal of collections to the Director of Finance.

6. Reporting to Credit Bureaus

The CONTRACTOR shall report all uncollected accounts to the major credit bureaus. Such reporting must be in accordance with all applicable Federal and state laws including but not limited to, the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, Regulations and the Consumer Credit Protection Act, as now in effect or as amended. The CONTRACTOR shall not report accounts to the credit bureaus until the CONTRACTOR has worked the account for sixty (60) days. At the request of the Director of Finance, the CONTRACTOR shall remove an account notification from all affected bureaus and provide a copy of that notification to the Director of Finance. In accordance with the Fair Credit Reporting Act, the City requires that accounts be cancelled from each credit bureau upon request of the Director of Finance.

7. Disputed Accounts

- The CONTRACTOR shall accept and process all written disputes in compliance with all federal and state laws. The City will work with the CONTRACTOR to validate the debt.
- The CONTRACTOR may not assign or subcontract any portion of its contract with the City without the written consent of the City.
- A minimum amount may be set by the City for credit bureau reporting.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**TOWN OF LAUDERDALE-BY-THE-SEA
AMENDMENT TO AGREEMENT FOR
DEBT COLLECTION SERVICES
(Piggyback Competitive Award)**

This Amendment to the Agreement for Debt Collection Services is made and entered into this ____ day of _____ 20__ (the “Effective Date”), between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the “Town”) and R.T.R. Financial Services, Inc. (the “Contractor”) a New York corporation, whose address is 2 Teleport Drive, Suite 302 Staten Island, NY 10311.

WHEREAS, on _____ 2021, the Town and Contractor entered into a Debt Collection Services Agreement (the “Agreement”) for the provision of debt collection services related to outstanding parking citations, piggybacking off the Deerfield Contract; and

WHEREAS, the Town and Contractor desire to amend the Agreement to also include collection services for unpaid garbage, sidewalk café and cost recovery fees.

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

1. Services. In addition to the debt collection services related to outstanding parking citations, the Agreement shall also include collection services for unpaid garbage, sidewalk café and cost recovery fees.
2. Except as amended herein, all other provisions of the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**TOWN OF LAUDERDALE-BY-THE-SEA
AMENDMENT TO AGREEMENT FOR
DEBT COLLECTION SERVICES
(Piggyback Competitive Award)**

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

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

R.T.R. FINANCIAL SERVICES, INC.

By: _____
Linda Connors, Town Manager

By: _____

Date: _____

Date: _____

Print Name

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: January 10, 2023

Submitted By: Debbie Hime, Special Events Manager

Submitting Department: Town Administration

Item Type: Discussion Item

Agenda Section: New Business

Subject Title: Friday Night Music Events

Explanation: For more than 15 years, Village Grille/Pump and 101 Ocean hosted Friday Night Jazz live music events in (what used to be) the circle. Later, they changed the music to Classic Rock and moved the events to El Mar Drive between Commercial Blvd. and the north alley way where it remained until its last event. After Covid-19 the two businesses decided that due to rising expenses and decline in staffing to produce the weekly events they could not continue to fund the events.

Due to its popularity, the Chamber, several businesses and residents have requested the Town to organize and fund the return of Friday Night Music in the downtown area during “high season.”

We have estimated the expense for each show to be approximately \$10,000 per event. This estimate includes stage rental, lighting, sound, band, town staff overtime and BSO detail. Please note that there are a few variables in the expenses for each show (bands cost, whether the band has their own sound system, etc.).

These events were not considered in the FY23 budget. However, if the Commission would like staff to move forward, we suggest the following:

1. Schedule a downtown music event one Friday a month for February – May. We found that the summer was not as popular because of the heat and therefore we suggest only seasonal months.
2. Set up the event like what was done when Village Grille/Pump and 101 Ocean hosted with the stage on El Mar Drive. This configuration causes the least disruption to the flow of traffic. Restaurants would be encouraged to participate by having specials, but no bars would be placed in the street. This configuration limits the need for additional BSO presence other than what the event used in the past (3 deputies) and reduces the costs associated with the event. It would require 14 median lane parking spaces to be used as part of the site plan from 9:00 a.m. to midnight and the band and other production vehicles parking in the El Mar median near El Mar Parking Lot/Driftwood (Exhibit 1).

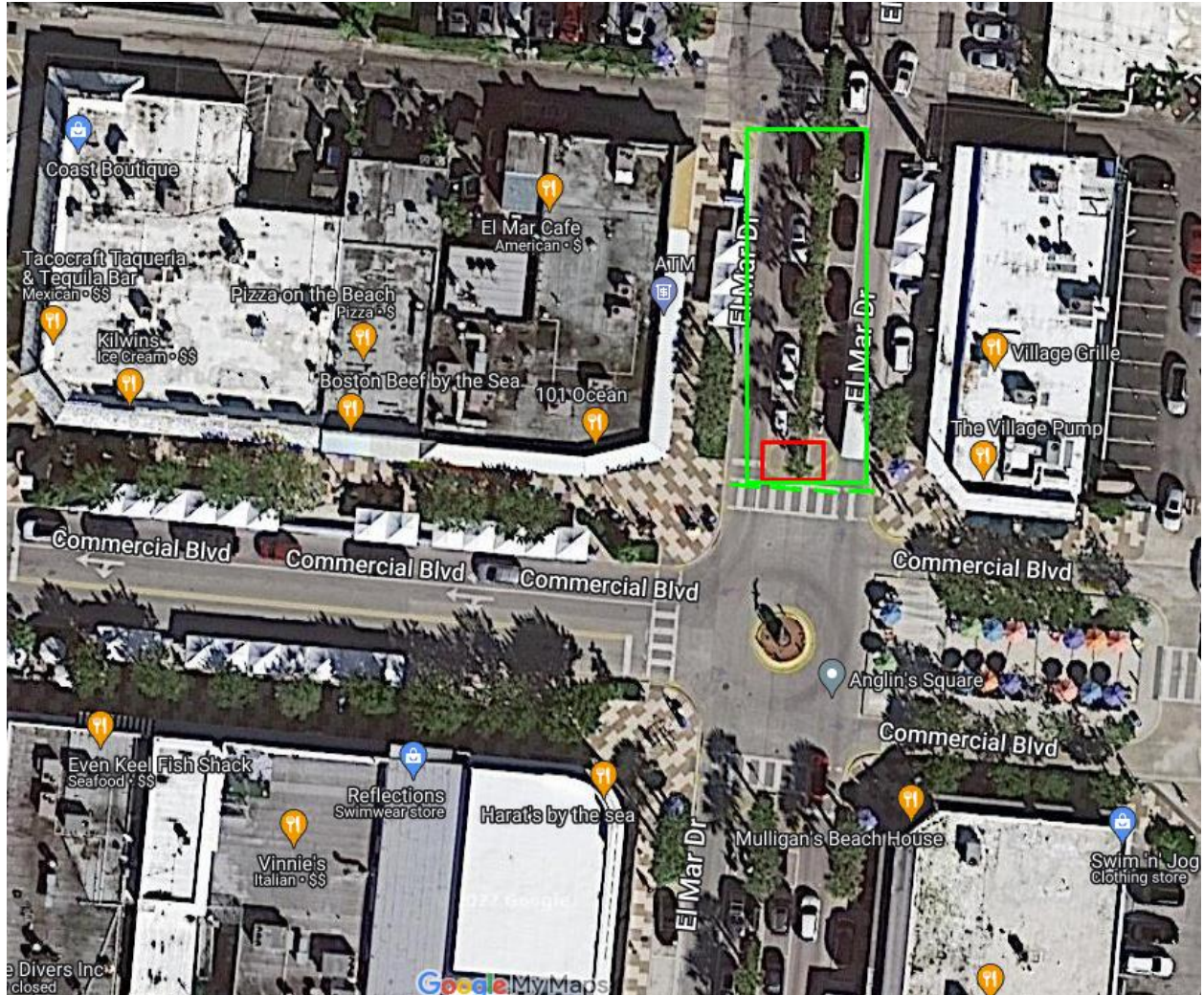
3. Authorize a transfer to the Special Events budget of \$50,000. This funding would be transferred from auction proceeds that were unexpected and not included in the FY23 budget.

Recommendation: Staff asks for Commission direction on authorizing Friday Night music.

Exhibits: Ex. 1 Monthly Friday Night Music Site Plan

EXHIBIT 1

MONTHLY FRIDAY NIGHT MUSIC 2023 SITE PLAN





Town Commission Agenda Item Report

Meeting Date: January 10, 2023

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: New Business

Subject Title: RESOLUTION 2023-03 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE BROWARD COUNTY SEGMENT II SHORE PROTECTION PROJECT; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND FOR AN EFFECTIVE DATE (**EXHIBIT 1**).

Explanation: On November 10, 2015, the Board of County Commissioners of Broward County, Florida approved the execution of an Interlocal Agreement providing for County's restoration and replenishment of the beach within Town's portion of Segment of the Shore Protection Project to be funded by the Army Corps of Engineers, the State of Florida, Broward County, and the Town. On December 8, 2015, the Lauderdale-By-The-Sea Town Commission approved the execution of the Prior Agreement via Resolution 2015-50.

While both elected bodies approved execution of the ILA there are no records in either the possession of the County or the Town showing that the ILA was executed. Town Staff and our Attorney's office have been diligently working with County Staff to resolve this issue in order that repayment may now take place. A new ILA (**EXHIBIT 2**) has been drafted for your consideration for these payments to occur.

To date since the project completion the County has not invoiced, and the Town has not reimbursed County, any project costs that the County has incurred to date.

The terms of the repayment are as follows:

- On October 15, 2023, October 15, 2024, and October 15, 2025, the County will submit an invoice to the Town for payment. These will be three equal payments which will not exceed at total of \$350,000.00.
- If there are Federal Contribution funds remaining after the project has been completed and the County has been fully reimbursed the municipalities shall be entitled to any Federal Contribution funds remaining, which will be distributed to

each Municipality pursuant to the following reimbursement percentages as reflected in the table below:

Municipality:	Reimbursement Percentage:
Fort Lauderdale	72.4%
Pompano Beach	22.3%
Lauderdale-by-the-Sea	5.3%

The maximum reimbursement that Town can receive under the agreement is \$147,540.00.

Recommendation: Approve Resolution 2023-03 Authorizing the Town Manager to execute the ILA with Broward County for the Broward County Segment II Shore Protection Project.

Attachments:

Ex. 1- Resolution 2023-03 Broward County
Ex. 2- ILA

- 1
- 2
- 3
- 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

3
4
5
6
7
8
9

11
12
13

14

15

16

17
18
19

20
21
22
23

24
25
26

27
28

1 into the current Interlocal Agreement, attached and incorporated as Exhibit 2, to formalize each
2 party's obligations relating to the Town Project, and further agree to divide the scope of the
3 Town Project into two parts: (i) the Completed Construction Project (Renourishment), and (ii)
4 the Ongoing Construction Project (Mitigation Reef and Monitoring), as described in Exhibit B-2
5 to Exhibit 2; and

6 **WHEREAS**, under the terms of the proposed Interlocal Agreement, the Town's total
7 Project costs remain capped at an amount not-to-exceed \$350,000.00; and

8 **WHEREAS**, the Town and the County desire to enter into the current Interlocal
9 Agreement to formalize their cooperative efforts to restore and replenish the beach within the
10 Town upon the terms and conditions set forth in the attached Exhibit 2.

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

13 **Section 1. Recitals.** Each "WHEREAS" clause set forth above is true and correct and
14 herein incorporated by this reference.

15 **Section 2. Agreement Approval.** The Interlocal Agreement with Broward County,
16 attached as Exhibit 2, is hereby approved with Town funding for the Project in an amount not-to-
17 exceed \$350,000.00.

18 **Section 3. Authorization to Execute and Make All Non-substantial Changes.** The
19 Town Manager is authorized to execute the attached Interlocal Agreement together with all non-
20 substantial changes that are acceptable to the Town Manager and Town Attorney.

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

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

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

PASSED AND ADOPTED this 10th day of January, 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF LAUDERDALE-BY-THE-SEA

relating to the

BROWARD COUNTY, SEGMENT II SHORE PROTECTION PROJECT

This Interlocal Agreement ("Agreement") is made and entered into by and between: Broward County, a political subdivision of the State of Florida ("County") and the Town of Lauderdale-By-The-Sea, a municipal corporation existing under the laws of the State of Florida ("Town") (each a "Party," collectively referred to as the "Parties").

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

B. Since the inception of the Beach Management Program in the late 1960s, County has acted as the local sponsor of the U.S. Army Corps of Engineers ("Corps") Shore Protection Program through Interlocal Agreement.

C. On November 10, 2015, the Board of County Commissioners of Broward County, Florida ("Board"), approved the execution of an Interlocal Agreement ("Prior Agreement") providing for County's restoration and replenishment of the beach within Town's portion of Segment II ("Town Project") of the Shore Protection Project ("Project"), as more particularly described in Exhibit A attached hereto and incorporated herein, to be funded by the Corps ("Federal Contribution"), the State of Florida, County, and Town. On December 8, 2015, the Lauderdale-By-The-Sea Town Commission ("Town Commission") approved the execution of the Prior Agreement.

D. The Prior Agreement was not executed by County or by Town.

E. Notwithstanding the foregoing, County, which believed the Prior Agreement had been executed due to the approval of both the Board and Town Commission, constructed the Completed Construction Project (Renourishment), as described in Exhibit B-1 as attached hereto and incorporated herein, and delivered the same to Town pursuant to the Prior Agreement.

F. The Parties agree it is in the best interests of each Party to enter into this Agreement to formalize each Party's obligations relating to the Town Project, and further

agree to divide the scope of the Project into two parts: (i) the Completed Construction Project (Renourishment), and (ii) the Ongoing Construction Project (Mitigation Reef and Monitoring), as described in Exhibit B-2 as attached hereto and incorporated herein. For the avoidance of doubt, (i) and (ii) collectively refer to the Project.

G. County has incurred expenses in the amount of approximately Fifty-One Million Four Hundred Thousand and 00/100 Dollars (\$51,400,000.00) in connection with the Project.

H. County anticipates that the cost of the Ongoing Construction Project (Mitigation Reef and Monitoring) will be approximately Twenty Million One Hundred Thousand and 00/100 Dollars (\$20,100,000.00), of which Fourteen Million Nine Hundred Thousand and 00/100 Dollars (\$14,900,000.00) are currently allocated for the cost of the construction of an artificial reef.

I. County has not invoiced, and Town has not reimbursed County, pursuant to the Prior Agreement for any Project costs County has incurred to date.

J. County has not received any Federal Contribution amounts to date.

K. Under the terms of the Prior Agreement, County had agreed to fund sixty-seven percent (67%) of the Project costs, and Town and the Cities of Fort Lauderdale and Pompano Beach (each a "Municipality", collectively the "Municipalities") have collectively agreed to fund thirty-three percent (33%) of the Project costs, with the Town Project costs not to exceed \$350,000.00.

L. County has entered into an agreement with an engineering consultant to develop the plans and specifications, and to provide necessary engineering consulting services for the Project ("Consultant").

M. County has solicited a contractor capable of completing the required work in accordance with the Project plans and specifications that include truck hauling of fill material, versus offshore dredging projects ("Contractor").

N. Pursuant to the terms of Section 3.1.3, County is amenable to reimbursing Town up to an amount not exceeding the Maximum Reimbursement (as hereinafter defined), so long as Town agrees to (i) provide assistance and cooperation in connection with County's application(s) for Federal Contribution(s) and (ii) pay its share of the cost of the Completed Construction Project (Renourishment) as detailed in this Agreement and specified in the Prior Agreement.

IN CONSIDERATION of the mutual terms, conditions, promises, and payments set forth herein, the Parties agree as follows:

ARTICLE 1

SCOPE OF SERVICES

- 1.1 County has caused the Completed Construction Project (Renourishment), as described in Exhibit B-1 attached hereto and incorporated herein, to be completed in accordance with permit conditions, construction contract documents, plans, and specifications for the Completed Construction Project (Renourishment). Town and County agree that County has fulfilled all of its obligations with respect to the Town Project, as described in Exhibit B-1, under this Agreement.
- 1.2 County shall cause the Ongoing Construction Project (Mitigation Reef and Monitoring), as described in Exhibit B-2 attached hereto and incorporated herein, to be completed in accordance with permit conditions, construction contract documents, plans, and specifications for the Ongoing Construction Project (Mitigation Reef and Monitoring). Town and County agree that County's performance under this Agreement is subject to County obtaining all necessary permits, and is subject to adequate funding assurances from federal, State, and local governments (as determined by County in its reasonable discretion), and subject to a bid from Contractor that is acceptable to County.
- 1.3 County agrees, and Town acknowledges, that all monies contributed by Town pursuant to this Agreement shall be allocated exclusively for the Town Project, and in accordance with permit conditions, construction contract documents, plans, and specifications for the Completed Construction Project (Renourishment).
- 1.4 County shall provide Town with access to all records and shall allow the audit of any books, documents, and papers associated with the Town Project.
- 1.5 Town shall reimburse County for Town's costs in connection with the Completed Construction Project (Renourishment), as set forth in Section 3.1.1.
- 1.6 In accordance with Section 402 of the Water Resources Development Act of 1986 (33 U.S.C. 701b-12), as amended, Town shall implement the floodplain management plan prepared by Town pursuant to this Agreement within one (1) year after the effective date of this Agreement. The plan was designed by Town to reduce the impacts of future flood events in the Town Project area, including, but not limited to, addressing those measures to be undertaken by nonfederal interests to preserve the level of flood protection provided by the Project. If not already provided, Town shall provide an informational copy of the plan to County upon execution of this Agreement.
- 1.7 Through the duration of this Agreement, Town shall prevent obstructions or encroachments on the Town Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) such as any new developments on the Town Project lands, easements, and rights-of-way, or the addition of facilities that might reduce the level of protection the Project affords, hinder operation and maintenance of the Project, or interfere with the Project's proper function.

- 1.8 As a condition of Town's eligibility to receive any reimbursements under this Agreement, Town shall, at County's request: (i) cooperate with and assist County, both during and after the term of this Agreement, in connection with any matters related to County's application(s) for Federal Contribution(s); and (ii) execute and/or deliver to County any documents, including receipts, deemed necessary or appropriate by County in its sole discretion in connection with County's application(s) for Federal Contribution(s). Town and County agree that County reserves the right to request additional cooperation and assistance from Town that County, in its sole discretion, may deem necessary, in connection with any matters related to County's application(s) for Federal Contribution(s).
- 1.9 Except as set forth in Sections 1.5, 1.6, and 1.7 above, and the obligation to provide assistance and cooperation in connection with County's application(s) for Federal Contribution(s) as provided throughout this Agreement and in Section 1.8 above, Town shall have no duties, obligations, or responsibilities of any nature with respect to the construction of the Town Project.

ARTICLE 2

TERM OF AGREEMENT

- 2.1 The term of this Agreement shall begin upon full execution by Parties and, unless terminated by either party sooner pursuant to Article 6, shall terminate on December 31, 2025 ("Termination Date"). Notwithstanding the termination of this Agreement, County shall reimburse Town any Federal Contribution, consistent with Section 3.1.3, received by County in connection with the Ongoing Construction Project (Mitigation and Monitoring) after the termination as set forth in Sections 3.1.2 and 3.1.3. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.
- 2.2 All duties, obligations, and responsibilities of Parties required by this Agreement shall be completed no later than the Termination Date. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 3

BILLING AND PAYMENT

- 3.1 Costs:
- 3.1.1 Completed Construction Project Cost. Town's Completed Construction Project cost is Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) ("Completed Construction Project Cost"). The Completed Construction Project Cost includes the costs of design, permitting, engineering, and construction incurred as of the date that this Agreement is

executed. The Completed Construction Project Cost shall be paid by Town pursuant to the schedule set forth in Section 3.2 of this Agreement.

- 3.1.2 Ongoing Construction Project Cost. The Ongoing Construction Project (Mitigation and Monitoring) cost is currently estimated to be Twenty Million One Hundred Thousand and 00/100 Dollars (\$20,100,000.00) ("Ongoing Construction Project Cost"), but is subject to change. Town's proportionate share of the Ongoing Construction Project Cost shall be five and three-tenths percent (5.3%) of the total Ongoing Construction Project (Mitigation and Monitoring) Cost. For the avoidance of doubt, County shall not charge Town with the Ongoing Construction Project Cost so long as Town complies with this Agreement.

County agrees to advance each Municipality's proportionate share of the Ongoing Construction Project (Mitigation and Monitoring) Cost so long as each Municipality agrees to assist and to cooperate with County in connection with any and all matters related to County's application for Federal Contribution(s). If each Municipality so assists and cooperates and if such Federal Contribution(s) is/are received by the County, Town and County agree that the Federal Contribution received shall first be applied to any amounts advanced by County in connection with the Ongoing Construction Project Costs. If no Federal Contribution amount is received or if the Federal Contribution amount received is less than the Ongoing Construction Project Costs advanced by County, Town shall not be required to provide additional funding towards the Ongoing Construction Project Costs.

3.1.3 Reimbursement to Town. If there are Federal Contribution funds remaining after the Ongoing Construction Project Costs advanced by County have been fully reimbursed, the Municipalities shall be entitled to any Federal Contribution funds remaining, to be distributed to each Municipality pursuant to the following reimbursement percentages:

Municipality:	Reimbursement Percentage:
Fort Lauderdale	72.4%
Pompano Beach	22.3%
Lauderdale-by-the-Sea	5.3%

Notwithstanding the reimbursement percentage reflected above, the maximum reimbursement that Town can receive under this Agreement is One Hundred Forty-Seven Thousand Five Hundred Forty and 00/100 Dollars (\$147,540.00) ("Maximum Reimbursement").

For the avoidance of doubt, Town acknowledges and agrees that: (i) there is no guarantee that a Federal Contribution will be awarded; (ii) Town's cooperation and assistance as outlined in Section 1.8 is required in order to receive the Federal Contribution amounts, if any; (iii) it may take up to twenty (20) years to receive any Federal Contribution amounts; and (iv) any Federal Contribution amounts received may be received, applied, and/or refunded in piecemeal form. Consequently, Town acknowledges and agrees that (i) there is no guarantee that Town will be entitled to any reimbursement under this Agreement; and (ii) any reimbursement that Town may be eligible for shall not exceed the Maximum Reimbursement.

3.2 Method of Billing and Payment:

3.2.1 Town shall reimburse County for the Completed Construction Costs. Reimbursement payments in connection with the Completed Construction Costs shall be made in three (3) equal yearly payments. On October 15, 2023, and on October 15, 2024, and October 15, 2025, County shall submit an original invoice plus one (1) copy to Town for payment.

3.2.2 No later than November 15, 2023, and no later than each November 15th in 2024 and 2025, Town shall submit payment in connection with the Completed Construction Costs in accordance with Section 3.1.1 above.

3.2.3 In the event Town is entitled to a reimbursement pursuant to Section 3.1.3, County shall provide written notice to Town and shall remit such reimbursement to Town within ninety (90) calendar days after such written notice.

3.3 Payment shall be made to County at the following address:

Broward County
ATTN: Resilient Environment Department
115 S Andrews Ave, Room 329
Fort Lauderdale, FL 33301

ARTICLE 4

GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor will anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. County and Town are a state agency or political subdivision as defined in Section 768.28, Florida Statutes. Each Party shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 5

INSURANCE

- 5.1 County and Town are entities subject to Section 768.28, Florida Statutes, and County and Town shall furnish the Risk Manager for Town and County, respectively, with written verification of liability protection in accordance with State law prior to final execution of this Agreement.
- 5.2 Prior to County, Contractor, or Consultant commencing any Project work on the beach within Town's portion of the Project, County shall require such Contractor to provide general liability and casualty insurance coverage consistent with County's standards, naming County and Town as additional insureds against any claims arising from the performance of work within Town under this Agreement.

ARTICLE 6

TERMINATION

The Parties agree that County, as specified in Article 6 of the Prior Agreement, provided Town with notice of commencement of the Project on the beach within Town's jurisdiction. Consequently, Town shall not be entitled to terminate this Agreement. County may terminate this Agreement at any time for cause for reasons including, but not limited to, Town's violation of Section 1.5, 1.6, 1.7, and 1.8, or in the event that Town fails to provide non-financial assistance and/or cooperation in connection with County's application(s) for Federal Contribution(s).

ARTICLE 7

MISCELLANEOUS

- 7.1 Restoration. If property damage is suffered in the performance of any work in connection with the Project within that portion of the beach within Town, County shall ensure that Contractor promptly and with due diligence repairs, replaces, or restores the damaged property to the condition that existed prior to the damage being suffered prior to the commencement of the work under the Project.
- 7.2 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS,

**JUDI KLADERMAN, AT 954-357-6613,
JKLADERMAN@BROWARD.ORG, 115 S ANDREWS AVE,
RM 329D, FORT LAUDERDALE, FLORIDA 33301, OR
TOWN'S CUSTODIAN OF PUBLIC RECORDS, 954-640-4200,
TOWNCLERK@LAUDERDALEBYTHESEA-FL.ORG, OR BY
MAIL: TOWN CLERK, 4501 N. OCEAN DRIVE,
LAUDERDALE-BY-THE-SEA, FL 33308.**

- 7.3 Third-Party Beneficiaries. Neither Town nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 7.4 Notice. In order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first class mail with a contemporaneous copy via e-mail to the address listed below and will be effective upon mailing. The addresses for notice will remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County: County Administrator
Broward County Governmental Center, Room 409
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to: Broward County Attorney's Office
Broward County Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

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

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

- 7.5 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is,

therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

- 7.6 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 7.7 Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.
- 7.8 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 7 of this Agreement, the provisions contained in Articles 1 through 7 shall prevail and be given effect.
- 7.9 Venue; Choice of Law. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the State courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such State courts, forsaking any other jurisdiction that either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- 7.10 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Town.
- 7.11 Prior Agreements. With the exception of the portions of the Prior Agreement described and incorporated herein, this Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

- 7.12 Subsequent Agreements. All of the benefits and terms granted to Town under this Agreement with respect to Article 3, Billing and Payment, are similar benefits and terms granted to date by County to any other municipality within Broward County, Florida, regarding shore restoration projects located within Broward County.
- 7.13 No Interest. Any monies which are the subject of a dispute regarding this Agreement and which are not paid by Town when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by Town and County.
- 7.14 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 7.15 Representation of Authority. The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.
- 7.16 Multiple Copies. Multiple copies of this Agreement may be fully executed by all Parties, each of which will be deemed to be an original.
- 7.17 Effective Date. Pursuant to Subsection 163.01(11), Florida Statutes, this Interlocal Agreement shall be effective upon filing of the fully executed Interlocal Agreement with the Clerk of the County for Broward County.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: 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 _____, 20__; and the Town of Lauderdale-By-The-Sea, signing by and through its Town Manager, duly authorized to execute the same by Town Commission action on _____.

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

County

BROWARD COUNTY, by and through
its Board of County Commissioners

By _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Alexis I. Marrero Koratich (Date)
Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF
LAUDERDALE-BY-THE-SEA RELATING TO THE BROWARD COUNTY SEGMENT II
SHORE PROTECTION PROJECT

Town

Attest:

Town of Lauderdale-By-The-Sea

Town Clerk

By: _____
Mayor

10th day of January 2023

By: _____
Town Manager

Approved as to form:

By: _____
Town Attorney

10th day of January 2023

EXHIBIT A

BROWARD COUNTY SEGMENT II SHORE PROTECTION PROJECT

Project Description: The project, completed in December 2016, consisted of the nourishment of approximately 4.94 miles of critically eroding shoreline within Segment II (Hillsboro Inlet to Port Everglades). About 693,200 cubic yards of compatible sand was placed on the subject beaches, which included portions of south Pompano Beach, north and south Lauderdale-By-The Sea, and north and central Fort Lauderdale. Sand for the project was obtained from upland sand mines and delivered to the project area by truck.

Project Location: Previously constructed areas, for which an Erosion Control Line is established and recorded, lie between R25 and R53. For the Project, beach fill will be placed between DEP monuments R36 and R41.3 (SE 4th Street in Pompano Beach, to Ocean Colony Condominium in Lauderdale-By-The-Sea), and between monuments R51 and R72 (-300 feet south of Anglin's Pier in Lauderdale-By-The-Sea, to Terramar Street in Fort Lauderdale).

EXHIBIT B-1

COMPLETED CONSTRUCTION PROJECT (RENOURISHMENT)

Completed in December 2016, work consisted of the nourishment of approximately 4.94 miles of critically eroding shoreline within Segment II (Hillsboro Inlet to Port Everglades). About 693,200 cubic yards (cy) of compatible sand was placed on the subject beaches, with 146,900 cy being placed in Pompano Beach with a design taper extending down into Lauderdale-By-The-Sea (R-36.5 to R-41). Additionally, 546,300 cy were placed in north and central Fort Lauderdale with a design taper extending up into Lauderdale-By-The-Sea (R-51 to R-71.4). For dune construction/enhancements, 17,110 cy of sand were placed in the Lauderdale-By-The-Sea/Fort Lauderdale project area between R-53 and R-67.

EXHIBIT B-2

ONGOING CONSTRUCTION PROJECT (MITIGATION REEF AND MONITORING)

Project Description: To offset permitted impacts to the nearshore hardbottom area as a result of the 2016 Segment II beach nourishment project, Broward County is creating a mitigation reef consisting of 4,114 individual units. Each unit is 6 ft wide, 12 ft long, and 3 ft high, weighs approximately 15,000 pounds, and is constructed of reinforced concrete with limestone rock embedded in the upper surface of the units. The reef design is meant to mimic the natural nearshore hardbottom which is relatively flat with a calcium carbonate (limestone) structure. The reef is being constructed off the coast of Lauderdale-By-The-Sea and, once complete, will be 6.8 acres in size.

Reef construction began in August 2021 and 1,324 units have been deployed as of September 24, 2021. New unit construction, however, was suspended on September 10, 2021, as County staff and consultants work with the vendor on issues that have arisen in the manufacturing process. It is anticipated that the reef construction will be complete by October 2023.