

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, February 27, 2024

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

Linda Connors, Town Manager
Susan Trevarthen, Town Attorney
Katrina Adler, Town Clerk

Regular Town Commission

Tuesday, February 27, 2024, 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 by Mayor Vincent**

4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**

5. **PRESENTATIONS**

5.a. Proclamation recognizing Armilio Bien-Aime for 25 years of service.

5.b. Citizen Observer Patrol Annual Awards and Promotions

6. **PUBLIC COMMENTS**

7. **PUBLIC SAFETY DISCUSSION**

7.a. BSO January 2024 Public Safety Report

8. **TOWN MANAGER REPORT**

8.a. Town Manager Report

8.b. Visitor Center Q4 FY2024 Report: October - December 2023

9. **TOWN ATTORNEY REPORT**

10. **APPROVAL OF MINUTES**

10.a. Approval of Minutes for January 23, 2024

11. **CONSENT AGENDA**

12. **OLD BUSINESS**

13. **NEW BUSINESS**

13.a. Resolution 2024-09: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH GIASPACE, INC. FOR TECHNOLOGY SERVICES FOR A FOUR-YEAR TERM WITH TWO OPTIONAL TWO-YEAR RENEWALS; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

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.all static



Agenda Item No: 5.a.

Town Commission Agenda Item Report

Meeting Date: February 27, 2024

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Proclamation recognizing Armilio Bien-Aime for 25 years of service.

Explanation: Presentation recognizing Armilio Bien-Aime's 25 years of service

Recommendation:

Exhibits:

1. Armilio Bien-Aime Proclamation

Proclamation

*Issued by the Governing Body of the
Town of Lauderdale-By-The-Sea, Florida*

WHEREAS, Armilio Bien-Aime will mark the completion of 25 successful years of working for the Town of Lauderdale-By-The-Sea as the director of the Community Center, and

WHEREAS, Armilio's tireless efforts over the past twenty-five years has seen the center's participation numbers grow from 300 in 1999 to more than 800-plus in 2024, and

WHEREAS, the Community Center provides a variety of programs for Town and other local residents, including classes on language, dance, art and computers just to name a few, and

WHEREAS, the center, under Armilio's continued leadership, also sponsors numerous free and fun events throughout the year as part of the Town's Evening in Jarvis Hall lecture series, and

WHEREAS, Community Center participants return time and again because of the real sense of community that Armilio has fostered with help from his many volunteers and teachers.

NOW, THEREFORE, I, Mayor Chris Vincent, with support of the Town Commission and residents, hereby proclaim: *Thursday, February 29, 2024*, as:

"Armilio Bien-Aime Day"

*In witness whereof we have hereunto set our hands
and caused this seal to be affixed*



Chris Vincent, Mayor

Katrina Adler, Town Clerk



Town Commission Agenda Item Report

Meeting Date: February 27, 2024

Submitted By: William Wesolowski, Captain, Broward County Sheriff's Office

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Citizen Observer Patrol Annual Awards and Promotions

Explanation: The Citizen Observer Patrol (COP) is a BSO program where Lauderdale by the Sea citizens volunteer their time to patrol the Town in specially marked vehicles, on bicycles and on a four-wheel drive utility vehicle to provide increased visibility for public safety. Additionally, COP volunteers assist with traffic control, patrol and other duties that assist the Town and BSO during various events. The volunteers wear a uniform that distinguishes them as COP members and they are organized in a fashion similar to BSO, including rank.

In 2023, COP's volunteered a total of 1,118 hours. They drove their designated marked cars 1,977 miles around the Town of Lauderdale by the Sea, spent 46 hours conducting bicycle patrol and 126 hours conducting UTV beach patrol.

We appreciate the opportunity to give these selfless volunteers recognition at the Commission meeting.

Volunteer Hours Award:

Pamela Roberts 1,000-hour level

Promotion to the rank of Captain:

Art Jackson

Rookie of the Year:

Joe Fracatore

Top COP:

Tom Crique

Special Presentation:

Bill Johansen

Recommendation: N/A

Exhibits: None



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: February 27, 2024

Submitted By: William Wesolowski, Captain, Broward County Sheriff's Office

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO January 2024 Public Safety Report

Explanation: BSO January 2024 report prepared by Captain William Wesolowski.

Recommendation: Accept/Approve

Exhibits:

1. BSO Report-January 2024



Date: February 2, 2024

To: Linda Connors
Town Manager

From: Captain William Wesolowski
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- January 2024

PERSONNEL CHANGES:

Deputy Eric Boyian transferred from the Pompano Beach District to the Lauderdale by the Sea District effective 12-30-23.

EMPLOYEE OF THE MONTH: Deputy Matthew Garner

On Wednesday, January 17, 2024, at approx. 6:00PM, the Broward Sheriff's Office received a 911 call regarding a retail theft that had just occurred at the Walgreens. The caller gave a brief description of the subject that fled from the store, which was broadcast to responding deputies. Deputy Matthew Garner was patrolling the area and observed a person fitting the description of the subject who had committed the theft walking into the Marathon gas station in an apparent attempt to avoid being detected. Deputy Garner immediately made contact with this individual and detained him without incident. A show up was then conducted, and the subject was positively identified as the subject who had committed the retail theft. A search of the subject incident to arrest, revealed the stolen merchandise. The subject was then placed under arrest. Deputy Garner conducted a criminal background check of this subject, who was found to have a criminal past for retail theft, which met the standard for a felony enhancement charge.

On Thursday morning, January 18, 2024, just prior to ending this same midnight shift that included the above listed arrest, Deputy Garner conducted a late beach patrol for persons violating the town's ordinance prohibiting sleeping on the beach. Several citizen complaints had recently been received by the town regarding such violations. While conducting this beach patrol Deputy Garner encountered an adult female sleeping on the beach just north of El Prado Park. Deputy Garner issued the female a verbal warning who elected to ignore his warning and continue to sleep on the beach. Deputy Garner conducted a records check and learned that the subject had an active arrest warrant from another county. The subject was then placed under arrest and transported to jail.

For his dedication and commitment to protect and serve the residents, visitors, and business owners of the Town of Lauderdale by the Sea, Deputy Garner was awarded Deputy of the Month for January 2024.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. Deputies conducted 0 hrs. of bike patrol.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 230 miles and 29 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Three (3) individuals were experiencing mental health crises and were Baker Acted. Twelve (12) individuals experiencing homelessness were contacted during this period. All individuals refused services and two were trespassed from commercial establishments.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Wesolowski and Lieutenant Sutter to provide information to the public via social media. Follow us **@BSOLBTS**.

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

Captain Wesolowski and Lt. Sutter attended the Terra Mar Island Civic Association annual meeting on 1-20-24. Captain Wesolowski gave a presentation on crime statistics in the area and crime prevention tips. A Q&A session was also conducted.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2401-000034 (Deputy Yates)
DATE/TIME: Between 01/01/24 @ 0103 hrs. and 01/02/24 @ 0558 hrs.
LOCATION: 5200 N Ocean Blvd
VICTIM: Sea Ranch Lakes Club HOA
INCIDENT: Grand Theft (Delayed)
SUMMARY: Unknown WM suspect stole the maintenance golf cart from the Sea Ranch Lakes Complex parking area. The key was in the cup holder and the white in color, E-Z-Go golf cart, which is a 20-year-old, 2-seater cart, w/grey garbage bin in back, only has a 2-3 mile battery range. Cart Serial number 2838484 was entered into FCIC/NCIC as stolen, affidavit signed, incident caught on CCTV (White male suspect, with W/F passenger-LKD-Northbound) and downloaded to evidence.com.

CASE: 13-2401-000070 (Deputy Garner)
DATE/TIME: 01/03/24 @ 0800 hrs.
LOCATION: 4228 N Ocean Drive
VICTIM: Giovanni Moss BM Adult
INCIDENT: Grand Theft (Delayed)
SUMMARY: Victim reported that he met two adult B/F suspects in Miami and brought them back to his place in LBTS to have a good time. After a night partying with the females, the victim went to sleep. When he woke up, he discovered the females were gone and his Gucci wallet stolen. He then learned that his credit cards were also unlawfully used. Dep Garner conducted further investigation and learned that one of the victim's credit cards was used at Walgreens (4313 N Ocean). Dep Garner responded to the Walgreens and found CCTV of the B/F suspect who used the victim's credit card to purchase \$1880 worth of merchandise/Gift Cards. Victim signed Affidavit; CCTV downloaded to evidence.com. Investigation continues.

CASE: 13-2401-0000136 (Deputy Roach/Deputy Popick)
DATE/TIME: 01/06/24 @ 0225 hrs.
LOCATION: 201 Marine CT
ARRESTEE: Jeffrey Adam Kochman, WM DOB: 04/17/70
INCIDENT: DUI Property Damage (Arrest)
SUMMARY: Broward County Communications received an automatic system alert from an Apple Watch indicating the wearer of the watch was involved in a serious crash with a male on the line heard saying: "Are you okay." Deputy Roach responded and observed that the defendant had crashed his golf cart through some shrubs and into a parked car, causing damage to the shrubs, golf cart and vehicle. The defendant was also found to be intoxicated. Deputy Popick from the BSO DUI task force responded and arrested the defendant for DUI after the subject refused to cooperate with the DUI exercises. Dep. Roach TOT subject to main jail. Golf cart towed to Sals.

CASE: 13-2401-000192
DATE/TIME: 01/05/24 1400- 01/06/24 0900
LOCATION: 234 Hibiscus Ave
VICTIM: Mary Andriole
SUSPECT: Unknown
INCIDENT: Burglary Conveyance
SUMMARY: Between listed hours unknown person(s) entered victim's parked unlocked 2018 Hyundai SUV and stole a handicap placard, vehicle registration, and a pair of sneakers. Due to reporting delay and use of vehicle after crime no processing was done. No known suspects or witnesses. No video surveillance.

CASE: 13-2401-000292
DATE/TIME: 01/12/24 @ 0300 Hrs
LOCATION: 2000 S. Ocean Blvd (1303 Zone)
VICTIM: Graham Goodwin 07/11/79
ARRESTEE: Elmira Rakhmann W/F 01/19/79
INCIDENT: Domestic Battery (Arrest)
SUMMARY: Boyfriend and girlfriend were intoxicated when they got into an altercation about the victim's cell phone. The suspect slapped the victim in the face causing minor swelling/mark. The suspect, Rakhmann who has a history of Domestic Battery was placed into custody and charged with battery.

CASE: 13-2401-000334 (Dep Reis)
DATE/TIME: 01/12-13/24 @ unknown hrs overnight
LOCATION: 4232 E Trade Winds Av
SUSPECT: Unknown
VICTIM: Brian Hact W/M 11/08/71
VEHICLE: 2021 Black Mercedes GLX SUV (FL Tag/QPDC89)
INCIDENT: Grand Theft Auto
SUMMARY: Victim reported he last observed his black Mercedes GLS parked in his driveway at approx. 11pm on 01/12/24. At 7:30am this date, he observed the vehicle missing from his driveway. He then activated his on-board vehicle tracking, which indicated the vehicle was located at 639 NW 8th Av, in Ft Lauderdale. The victim then went to that location and discovered the tracking device had been removed and was lying in the street. The homeowner's surveillance cameras were inoperative at the time. Owner is in possession of all key fobs. LBTS LPR cameras last captured the vehicle tag was on 01/11/24. Affidavit signed and vehicle entered as stolen. At 0945 BSO Teletype advised the vehicle had already been recovered in Hollywood, with no suspects in custody. Dep Reis responded to process the vehicle.

CASE: 13-2401-000414
DATE/TIME: 01/16/24 0400
LOCATION: 1900 S. Ocean #10M
ARRESTEE: Jeffrey Mitchell 2/28/96
VICTIM: Heather Huberty 2/28/00
INCIDENT: Domestic Violence (Written Threats)
SUMMARY: Contact was made with Michael Mitchell who is the father of Jeffrey Mitchell. Jeffrey is going through a breakup with his girlfriend Heather Huberty and they had been living together before he voluntarily moved out with his belongings over the weekend. Today, Jeffrey was on the building property to confront Heather about another relationship she may be having with another male. There was no physical confrontation. Jeffrey was trespassed from the building property by building representative Jeffrey Gernot. After leaving the apartment, Jeffrey sent several threatening text messages to Heather where he stated how and where he was going to kill her. Michael Mitchell convinced Jeffrey to return to the apartment where he was placed into custody. Jeffrey had a loaded 9mm pistol in his vehicle which was taken into evidence. The Special Victim's Unit responded to complete the investigation.

CASE: 13-2401-000435 (Deputy Ogando)
DATE/TIME: 01/16/24 @ 1919 hrs.
LOCATION: 200 Blk Commercial Blvd
ARRESTEE: Eddy Etienne BM DOB: 06/05/1996
INCIDENT: Habitual Felony DWLS Arrest
SUMMARY: While conducting STEP enforcement, Deputy Ogando conducted a traffic stop on

a traffic violator. The violator's FL ID was suspended multiple times and had two Habitual Status violations. Subject was arrested, and TOT'ed to main jail.

CASE: 13-2401-000437 (Deputy Garner)
DATE/TIME: 01/17/24 @ 1800 hrs.
LOCATION: 4319 N Ocean Drive (Walgreens)
ARRESTEE: Timothy Todd Norris, BM DOB: 02/01/1967
VICTIM: Walgreens
INCIDENT: Felony Retail Theft (Arrest)
SUMMARY: Defendant entered the Walgreens and concealed \$212.00 worth of merchandise inside a tan bag that was also removed from a store aisle. Defendant then walked past all points of sale and exited the store without paying for the concealed merchandise. Defendant then walked in a northwesterly direction. Store personnel called 911, provided the defendant's description and Broward County Communications dispatched the call and issued a BOLO. Deputy Garner was on patrol in the area, observed the defendant walking through the Marathon gas station and detained him. Dep Suarez conducted the show-up, and the defendant was positively identified. Defendant was also a convicted felon with a criminal past that met the standard for a felony theft enhancement. Defendant was arrested, TOT main jail.

CASE: 13-2401-000443 (Dep Garner)
DATE/TIME: 01/18/24 0555 Hrs.
LOCATION: 4500 El Mar Dr. (Beach Side)
ARRESTEE: Lauren Summers W/F 3/18/1990
INCIDENT: Capias Arrest – FTA DWLSR (Polk County)
SUMMARY: Dep. Garner made contact with the listed W/F on the beach just north of El Prado Park who was found sleeping. Teletype confirmed a Traffic Capias out of Polk County in which they will extradite. She was transported to the Main Jail without incident. Bond \$2,000

CASE: 13-2401-000471 (Alvarez)
DATE/TIME: 01/18/24 2246
LOCATION: 4201 N Ocean Dr
ARRESTEE: Jeffery C. Watson W/M 10/16/72
INCIDENT: Disorderly Intoxication (Arrest)
SUMMARY: On 01/18/24 Deputy Alvarez was dispatched to the Ocean 101 Restaurant in reference to an intoxicated person refusing assistance and insisting on operating an electric scooter while heavily intoxicated. The suspect was later identified as Jeffery Watson. Watson was later located at 4201 N Ocean Dr. Watson was belligerent, yelling profanities, unsteady on his feet, had a strong odor of an alcohol beverage on his breath with glassy eyes. Watson created such a disturbance that a small crowd gathered to watch his actions. At times he would get in a fighting stance with Deputies. Due to his actions and the safety of the public, Watson was placed into custody without incident and charged with disorderly intoxication in a public place. Watson was transported to BSO Main Jail. BWC

CASE: 13-2401-000502
DATE/TIME: 01/19/24 2216
LOCATION: 4655 Bougainvillea Dr, Unit #10, LBS
ARRESTEE: Timisha S. Wiggins B/F 6/15/1991
VICTIM: Maier Ben-Ami w/m 4/12/1988
INCIDENT: Trespassing (Arrest)
SUMMARY: Deputies responded to a burglary in progress after the owner observed an

unknown female enter her Air B and B property via surveillance footage. Deputies located Timisha S Wiggins outside in the parking lot. Surveillance footage was obtained and confirmed Wiggins was accessing the properties unlawfully. Wiggins had codes to the lock boxes outside the units which allowed her to access different units. The property owner did not know Wiggins and did not give her permission to be on the property. Wiggins didn't want to disclose any details on how she obtained the codes. The property owner advised they wanted to pursue charges. Wiggins was placed into custody and charged with trespassing.

CASE: 13-2401-000506 (Dep Reis)
DATE/TIME: 01/20/24 @ 0745 hrs
LOCATION: 4501 N Ocean Dr (Jarvis Hall)
ARRESTEE: Shawn Wolford W/M 12/23/1986
INCIDENT: Trespassing/Warrant (Arrest)
SUMMARY: Deputies responded to Jarvis Hall and discovered homeless male Shawn Wolford, asleep on the patio in front of the east-facing doors. Wolford is clearly mentally ill and continually repeated a never-ending list of government/politically related conspiracy theories. A Teletype check revealed a non-extraditable Minnesota DUI warrant, and a local misdemeanor warrant for Trespassing. Wolford was arrested and TOT main jail.

CASE: 13-2401-000513 (Dep Swadkins)
DATE/TIME: 1/20/24 @ 1303 hrs.
LOCATION: 4552 Bougainvillea Dr #25
SUSPECT: Jeffrey Bernstein W/M 56 YOA (DOB April 1967)
VICTIM: W/F
VEHICLE: Jeep Grand Cherokee (NJ Tag/M58NSU)
INCIDENT: Delayed report: Exposure of Sexual Organs and Battery
SUMMARY: Suspect Bernstein befriended victim after knowing her for a week by having her take care of his dog and do errands for him in exchange for money. Victim had no romantic interest in him and saw him only as her boss. Bernstein knew the victim was having financial issues and tried using it in exchange for sexual favors. One night he forced her head down towards his groin area in an attempt for her to perform oral sex. She refused and left. On another occasion, the subject lured her to his apartment with the promise of payment, but masturbated in front of her, again to elicit sex. The victim refused and left, later contacting BSO. The victim provided a sworn statement and affidavit to prosecute. The suspect denied the allegations. Investigation continuing.

CASE: 13-2401-000609 (Deputy Garner)
DATE/TIME: 01/23/24 @ 1842 hrs.
LOCATION: 117 Commercial Blvd – Kilwins
SUBJECT: Unknown adult bald male
INCIDENT: Delayed Retail Theft occurred @ 1754 HRS
SUMMARY: An unknown subject entered the store and removed 2 packs of chocolate covered cookies valued at approximately \$33.00 and exited the store without paying for the items. CCTV obtained and downloaded on evidence.com.

CASE: 13-2401-000650 (Dep Boyian)
DATE/TIME: 01/24/24 @ 2141 HRS
LOCATION: 4321 N. Ocean Dr (Walgreens)
SUBJECTS: Unknown B/M X2
VICTIM: Walgreens
INCIDENT: Retail Theft
SUMMARY: Two unknown black males entered the Walgreens and removed \$176 worth of liquor from the business before walking out and fleeing the area on foot.
Suspect description
Suspect 1: B/M medium height / weight, short hair, and a beard. Wearing a black baseball cap, black shirt, gold necklace, black shorts, and black sneakers.
Suspect 2: B/M medium height / weight, short hair, and a beard. Wearing a black baseball cap, faded red Adidas hooded sweatshirt, black pants, and black slides.

CASE: 13-2401-000670 (Dep Bickel)
DATE/TIME: 1/25/24 @ 1540 hrs
LOCATION: 1931 Coral Reef Dr (Bel Air)
SUSPECT: Unknown
VICTIM 1: Adam Adache W/M 10/3/71
VICTIM 2: Brice Batzer
VEHICLE 1: 2017 Grey Range Rover "Supercharged" (FL/IAHW58)
VEHICLE 2: Unknown model ¾-ton pick-up truck
INCIDENT: Grand Theft Auto/Burglary Conveyance
SUMMARY: The property owner/contractor, Adache and a representative from Sea Tek, Batzer met at the property to discuss boatlift construction. They entered the fenced property and remained in the back yard for approx. 1 hr. 45 minutes, leaving their vehicles on the swale with the keys in both vehicles. Upon returning to the front yard, they discovered the 2017 Range Rover missing and the doors of the diesel pick-up truck open and Batzer's wallet missing. Batzer's credit card was used at the Target at Oakland Park Blvd/N Federal Hwy in Ft Lauderdale at approx. 1515 hrs. Batzer and his vehicle left the scene prior to the arrival of deputies, and he stated via phone that he cancelled his cards and does not wish to file a report but would later speak with detectives. Town cameras and LPRs caught a BMW following the range rover into Bel Air and fleeing over the Commercial Blvd. Bridge. The Range Rover was recovered on 1-29-24 in Ft. Lauderdale. Possible identity of person utilizing the credit cards has been made. Investigation continues.

CASE: 13-2401-000725 (Dep Boyian)
DATE/TIME: 1/25/24 @ 1919 Hrs
LOCATION: 221 E Commercial Blvd
SUSPECT: W/M Clinton Kiely 02/12/85
VICTIM: SOF
INCIDENT: DWLS (Felony)
SUMMARY: While monitoring the town LPR, a vehicle alert was received reference to a DWLS. The vehicle was located, and a traffic stop was conducted. The driver was confirmed to have a suspended DL with two or more convictions and was charged with Felony DWLS.

CASE: 13-2401-000789 (Hopkins)
DATE/TIME: 01/30/24 1400
LOCATION: 4620 W. Tradewinds
SUSPECT: Bradley Mims 10/23/62
VICTIM: Witch Ditch

INCIDENT: Felony Warrant Arrest (Dealing in Stolen Property)

SUMMARY: FDLE Agent Andres advised that Bradley Mims has a felony warrant for Dealing in Stolen Property. Deputy Redl and Agent Andres made contact with Mims at his residence where he was placed into custody and transported to the Broward County Jail.

MONTHLY ARREST LOGS:

Fel/Misd	Charge	Street#	Street
Misd	Battery-Domestic Violence	2000	S Ocean Blvd
Misd	Disorderly Intoxication	4201	N Ocean Dr
Fel	Drive While Lisc Suspended-Habitual Felony Offender	221	Commercial Blvd
Fel	Drive While Lisc Suspended-Habitual Felony Offender		Commercial Blvd/W Trade Win
Misd	DUI-Alcohol or Drugs 1st Offense	201	Marine Ct
Fel	Grand Theft More then \$750 Less Than \$5000	4605	N Ocean Dr
Fel	Petit Theft 2nd Degree-3rd or Subsequent Offense	4319	N Ocean Dr
Misd	Obstruct Justice-Hinder Prosecution or Judges Order	1900	S Ocean Blvd
Misd	Trespassing-Structure or Conveyance	4655	Bougainvilla Dr
Misd	Warrant-Failure to Appear for Drive While Lisc Suspended	4500	EL Mar Dr
Fel	Warrant-Dealing in Stolen Property	4620	W Trade Winds Av
Misd	Warrant-Trespassing	4501	N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2023 YTD	2024 YTD
AUTO THEFT	2	2	0	2
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	2	2	2	2
BURGLARY-RESIDENCE	0	0	0	0
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	1	0	0
HOMICIDE	0	0	0	0
ROBBERY	0	0	0	0
THEFT-GRAND	2	1	3	2
THEFT-PETIT	3	5	2	3
TOTALS	9	11	7	9

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	27
COP Hours Worked - Month	98
COP Patrol Miles - Month	286
COP Hours Worked - YTD	286
COP Patrol Miles - YTD	98

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

COP Beach Patrol Hours – Month	5
COP Beach Patrol Hours - YTD	5

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

	Month	2024 YTD
Reserve Deputy - Days Worked	3	3
Reserve Deputy - Hours Worked	21	21

MONTHLY STAFFING AND STATISTICAL REPORT:

The January 2024 Monthly Staffing and Statistical Report is attached.



**MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT**

January 31, 2024

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	4	4	
Deputy Sheriff	19	18	1
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	1	1	
TOTAL	28	27	

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Scott Klier	14806	FMLA	New Born
Sgt. Brian Nicoletti	13550	FMLA	Medical

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Manuel Alvarez	14964	QRF	Incident in Hollywood	4
Deputy Manuel Alvarez	14964	QRF	Adjunct Training	36
			TOTAL	40



Lauderdale by the Sea

Monthly Activity

January 2024

Reports/Calls		Traffic	
Miscellaneous Service		Types of Citation	
Event Reports	37	Non-Moving / Moving Citation	191
Accidents	9	Parking	0
Calls for Service	846	Warnings	240
		Total Citations	431
Arrests		Time Worked	
Type of Arrest		Hours Worked	
Felony	4	Bike Patrol	0.00
Misdemeanor	4	Court Overtime	3
Warrant (Felony)	1	Training Hours	172
Warrant (Misd.)	2	Detached	40
DUI (Misdemeanor)	0	Other Overtime	141
NIC (Felony)	0	Days Worked	31
NIC (Misdemeanor)	0		
DV (Felony)	0		
DV (Misd.)	1		
Total Arrests	12		
General		Narrative	
FI	11	ATV/UTV: 230 Miles / 29 Hours Reserve Deputies worked 3 shifts (21 hrs)	
Truant	0		
Truant Debriefed	0		
Elder Link	0		



Town Commission Agenda Item Report

Meeting Date: February 27, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: Following is the Town Manager's report for February 27, 2024.



RECYCLE RIGHT FOR A GREENER LBTS!



Everything you recycle should be placed loose in your recycling container, never bagged.

What You **Can** Recycle:

- Aluminum, steel, and tin cans
- PET bottles with a screw top marked with "#1"
- HDPE bottles marked with "#2"
- Plastic containers marked with "#3" through "#7"
- Newspaper, mail, magazines, glossy inserts, pamphlets, catalogs, and phonebooks
- Uncoated paperboard (like cereal, food, and snack boxes)
- Uncoated printing, writing, and office paper
- Corrugated, uncoated cardboard and containers

What You **Cannot** Recycle:

- Plastic bags and bagged items
- Glass, porcelain, and ceramic items (including mirrors, light bulbs, glass/metal cookware, windows, and auto glass)
- Glass food and beverage containers (includes brown, clear, and green glass)
- Expanded polystyrene
- Hoses, cords, and wires
- Unnumbered plastics, flexible plastic or film packaging, and coat hangers
- Food waste, liquids, and microwavable trays
- Household appliances and electronics
- Yard waste, construction debris, and wood
- Needles, syringes, IV bags, or other medical supplies
- Textiles, cloth, or other fabric
- Napkins, paper towels, tissue, paper plates, paper cups, plastic utensils, and coated cardboard
- Propane tanks, batteries



Questions?
Call (954) 640-4232,
scan the QR code, or visit
www.lbts-fl.gov



1. Recycling

The Town has updated our recycling flyer and stickers and will be sent out to residents and hotels shortly. As a reminder, we have added additional types of plastics and mixed paper to

our recyclables. We currently do not recycle glass because it has negative value and would be an additional cost to the community.

2. DOT Streetlight Maintenance Funding Payment Update

The Town is responsible for maintaining the DOT street lighting infrastructure in exchange for receiving a yearly payment per pole to help defray this maintenance. The Finance Department identified that the Town had yet to receive a payment from FDOT for the previous year's maintenance of streetlights on A1A or Commercial Blvd totaling \$34,384. After repeated unsuccessful efforts on the part of the Finance staff to resolve the debt, Staff contacted Senator Jason Pizzo's office, who was able to help us resolve the issue and get the payment processed. Thank you to Senator Pizzo and his team for assisting us as well as for the diligent work of our Finance staff.

3. Upcoming Meetings and Events

Meeting Date	Type	Time
March 12, 2024	Commission Meeting	6:30 PM
March 19, 2024	General Election	7:00 AM - 7:00 PM
April 2, 2024	Commission Meeting	6:30 PM

Recommendation:

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: February 27, 2024

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Visitor Center Q4 FY2024 Report: October - December 2023

Explanation: Kym Miranda, Visitor Center Coordinator, will provide an update on fourth quarter Visitor Center activities.

Quarter at a Glance:

- **More Visitors:** In the 4th quarter there was a six (6) percent increase in guests from the same period in 2022. There was a total of **880** visitors for the quarter.
- **Big Chair Pics:** We collected **15** big chair photos for our social media campaign. We welcomed visitors from Czech, Louisiana, Massachusetts, UK and Canada.
- **LBTB Branded Merchandise:** In 4th quarter we sold \$615 worth of merchandise. We also updated our Square app with 75th anniversary merchandise!
- **Town Topics Sign Up:** The VC processed **51** forms for individuals who wanted to receive digital updates from theTown.
- **Boo! By the Sea:** We had **8 volunteers** and 1 staff member to support the plazas and businesses for this special event.
- **Christmas-by-the-Sea:** **Six of our volunteers** helped at the event and one of our staff was the Emcee.
- **Visit Florida:** We ordered 4 boxes of new 2024 Visit Florida guides with an updated LBTB feature in anticipation tourist season
- **Updated inventory:** We updated our brochures, flyers and maps in advance of the January rush.

Summary and Looking Ahead:

- We had **855 guests in January**, nearly the same number for the full 4th quarter.
- The installation of a mid-century modern Little Free Library outside the Visitor Center is planned for March 2024.

- A Business Open House is planned for April 2024. Date TBD.

Quarterly Stats & Insights

Daily Walk In Tally:

Each guest is tallied by the staff and volunteers by day and by month. We also keep track of phone calls and email inquiries.

4th Quarter 2023 Walk In Total									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
7	3		40	46	11		107	6	5
39	35		63	44	15		196	10	4
64	33		62	61	13		233	10	5
48	48		47	36	23		202	7	0
23	52		12	37	18		142	10	1
181	171		224	224	80		880	43	15

How Did You Hear About Us? Before guests leave the Visitor Center, the Staff ask them to “sign in” either on a paper sign in sheet or on an iPad Microsoft Form. The form(s) capture “How did you hear about us?”

Q4 2023	Total Sign Ins	How?	Repeat	Sign	Local	Online	Walk By	Referral
	240	166	15.06%	10.24%	1.20%	10.24%	45.18%	18.07%

Month over Month: Below is a month over month comparison of walk-in guests for 4th Quarter in 2021 vs 2022 vs. 2023.

Mos	2021	2022	2023	Change over 2022
Oct	232	201	222	9.46%
Nov	308	296	296	0.00%
Dec	253	332	362	8.29%
Total	793	829	880	5.80%

DiscoverLBTS.com:

The table below shows the most popular landing pages on Discoverlbts.com, with a period over period comparison. All landing pages had a nice increase from the same period in 2022, with the exception of Getting Around.

	Q4 22	Q4 23	% Change
Landing Page	Oct-Dec	Oct-Dec	Oct-Dec
Events	5514	6447	16.92%
Hotels	433	691	59.58%
Restaurants	295	679	130.17%
Diving/Snorkeling	720	1133	57.36%
Beaches/Parks	303	477	57.43%
Getting Around	322	241	-25.16%

Recommendation: N/A

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: February 27, 2024

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

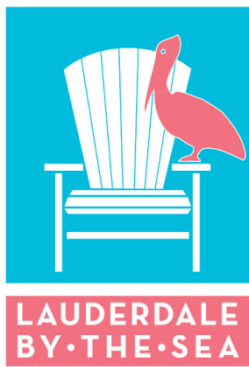
Subject Title: Approval of Minutes for January 23, 2024

Explanation: Draft minutes for approval for the January 23, 2024 Regular Commission Meeting.

Recommendation: Accept/Approve

Exhibits:

1. 1-23-24 Regular Commisison Draft Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, January 23, 2024
6:30 PM

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, Assistant Finance Director Edner Saint-Jean, Senior Special Events and Marketing Coordinator Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Ken Brenner, resident, recommended that during the Pompano Beach Fire Department (PBFD) report, the Commissioners request clarification of the number of residential and commercial fire calls in December 2023. He suggested that more detailed reports be requested to ensure the PBFD is properly and equitably collecting the fire assessment.

Jennifer Smith, resident, suggested that it could make more sense for the Town Commission to address the Town Manager's contract after the pending municipal election, which would allow a new Commission to negotiate that contract.

Howard Goldberg, resident, encouraged all present to attend the Chamber of Commerce's annual fish fry on Friday, February 9, 2024 at the Plunge Hotel from 5 p.m. to 8 p.m. The cost is \$25 per ticket.

James Meade, resident, felt the Town should retain the Town Manager's services.

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

7. PUBLIC SAFETY DISCUSSION

a. BSO December 2023 Public Safety Report

Commissioner Oldaker requested clarification of the reason behind a reduction in traffic citations. Captain Bill Wesolowski of the Broward Sheriff's Office (BSO) replied that the decrease in December 2023 occurred for a number of reasons, including the holiday season. In addition, BSO is undergoing a personnel change among traffic Deputy leadership, and this training reduced the number of citations.

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

b. PBFD December 2023 Public Safety Report

Pompano Beach Fire Inspector Ashley Zalewski reported a total of 157 calls in December. The Department's response time averages four minutes and 52 seconds, which is a decrease from the previous month. There are still some delays in response due to the nature of calls, as not all calls involve medical emergencies or other circumstances that require the use of lights and sirens.

Vice Mayor Malkoon requested feedback on the PBFD contract and on working in Lauderdale-By-The-Sea in general. Inspector Zalewski replied that the transition has gone smoothly and she has had no complaints. Vice Mayor Malkoon emphasized that

the PBFD is working to the limits of its contract and providing a high level of public safety.

PBFD Assistant Fire Chief Pete McGinnis added that a Community Emergency Response Team (CERT) will begin on March 27, 2024. Residents may join the PBFD's CERT staff. A Fire Station Open House is also scheduled for Saturday, January 27, 2024.

Mayor Vincent requested clarification of Pompano Beach's approval process for their contract. Assistant Chief McGinnis explained that before considering acceptance of the contract, the PBFD went before the Pompano Beach City Commission to ensure negotiations were allowed. That Commission was apprised of all aspects of the contract as the process moved forward, including costs. The contract was subject to the approval of the Pompano Beach City Manager and City Commission before coming back to the Town for final approval.

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

8. TOWN MANAGER REPORT

a. October 2023 Finance Report

b. November 2023 Finance Report

Assistant Finance Director Edner Saint-Jean presented the October and November 2023 Finance Reports, noting that General Fund expenditures exceeded revenues by approximately \$1 million, which was consistent with the Town's expectations. Other funds were consistent with expectations as well.

During November 2023, the Town collected \$200,957,154 in ad valorem taxes. Assistant Finance Director Saint-Jean advised that this number is expected to be higher in the December 2023 report. The Town received \$250,000 in its Fire Fund from fire assessment payments.

Parking revenues were below expectations in November 2023. The top-producing lots were A1A, El Prado, and the oceanfront lot. These numbers are expected to show an increase in the December 2023 report.

Commissioner Oldaker asked if Staff has seen the expected December 2023 increase in the Town's bank reports. Assistant Finance Director Saint-Jean confirmed that this increase has occurred for both ad valorem and parking revenues.

c. Town Manager Report

Town Manager Linda Connors noted that the Town was featured on the cover of *Southern Living* magazine. A brief Instagram video from the magazine was shown. The feature is equal to approximately \$2 million in advertising.

Town Clerk Katrina Adler advised that a representative of the League of Women Voters is working to secure a moderator and timer for a candidate forum, at which time they will reach out to the Town to schedule the event at Jarvis Hall. The event would be listed on the Town's website and made available through local access television.

A Fire Department Open House is scheduled for Saturday, January 27, 2024. The Town and PBFD are partnering with the Chamber of Commerce for this event, which will last from 8:30 a.m. to 10:30 a.m.

The Town's first quarter (Q1) marketing report is available in the Commissioners' backup materials. The report shows engagement through more than 150,000 website page views and social media. The Downtown enhancement project received over 60,000 social media releases.

The Lauderdale-By-The-Sea Garden Club will hold a fundraising event on January 27, 2024 from 9 a.m. to 1 p.m. Proceeds will benefit the Wekiva Youth Camp.

The Friday Night Music Series will begin on Friday, January 26, 2024. Every fourth Friday will feature music Downtown from 6 p.m. to 10 p.m. in the El Mar Drive/Commercial Boulevard area.

The first digital edition of *Town Topics* has been delivered via email and is available on the Town's website. If residents would prefer to continue to receive a hard copy, they are asked to fill out a request form, which is also on the website.

A Special Magistrate hearing is scheduled for Thursday, January 25, 2024 at 5 p.m. The next Town Commission meetings will be held on February 13 and 27.

d. Pier Update

Development Services Director Jhanelle Campbell reported that the Town has recently added a Frequently Asked Questions (FAQ) page to its website to provide basic information about Anglin's Pier.

At this time Mayor Vincent opened public comment.

Richard DeNapoli, resident, emphasized the Pier's importance to the Town.

Ann Marchetti, resident, hoped the Town will ensure a new structure meets coastal safety and environmental requirements as well as reflecting consistency with the Town's Midcentury Modern brand. She concluded that the Pier should be rebuilt as quickly as possible, either through private funding or a public-private partnership.

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

Robert Lochrie, counsel representing Fisherman's Pier, Inc., advised that the Pier's ownership has hired the Chappell Group, a Broward County engineering firm, as well as other local entities to begin the process of restoring the Pier. He assured all present that the owner's team is aware of the Pier's importance to Lauderdale-By-The-Sea.

Mr. Lochrie recalled that the Pier was substantially damaged by Hurricane Irma in 2017. In 2018 and 2019, permits were issued to begin restoration; however, the COVID-19 pandemic of 2020 and additional storms slowed the process further.

The Pier project will require substantial Town, County, state, and federal permitting. The project must receive a full review, analysis, and permit from the U.S. Army Corps of Engineers, which will process the permit in conjunction with the National Marine Fisheries Services, U.S. Fish and Wildlife Services, and the U.S. Departments of Commerce and the Interior.

In addition to federal permitting, the Florida Department of Environmental Protection must review the applications and issue permits for the project. The Broward County Resiliency and Environmental Department must also review permit applications and issue a permit. The Town will issue the actual building permit for the project after state, County, and federal permits have been issued.

In July 2023, a benthic survey of the property was completed, which is the first step in compiling information for the permitting process. A final report was issued in August. Since that time, an engineering firm has undertaken review of the pier structure itself. This survey was completed in November 2023 and a full report submitted in December.

The Chappell Group and the owner's architects are working to redesign the Pier. These plans, and associated applications, are expected to be complete by the end of March 2024. This will allow the applications to be submitted to County, state, and federal entities by April, at which point those entities will begin their own review processes. The Chappell Group has estimated that the Army Corps of Engineers will issue public notice regarding these applications and begin coordination with the Departments of Commerce and the Interior by April 2025.

Once these entities have provided comments, the state of Florida will also hear public comments, which are anticipated in October 2025. Once all agencies have completed their review, the owner anticipates receiving permits from the Army Corps of Engineers, the state of Florida, and Broward County in April 2026. At this time, the owner will seek building permits from the Town so construction may commence in summer 2026.

Mr. Lochrie acknowledged that this is a lengthy process with a substantial amount of public input. The owner anticipates bringing proposals and plans back to the Commission before they are submitted to the appropriate agencies over the next few months.

Vice Mayor Malkoon asked if further deterioration of the Pier by future storms can be prevented over the next two years. Mr. Lochrie replied that the owner's team will continue to work with the Town's Building Department to determine if these measures may be taken. He asserted that it is the owner's intent to prevent the structure from additional damage.

Vice Mayor Malkoon also asked what the Town can do to help facilitate the permitting and repair processes. Mr. Lochrie advised that plans will be brought back before the Commission, and that any encouragement the Town may be able to give the County, state, and federal agencies could be helpful. He added that the owner plans to fund the Pier project.

Mayor Vincent requested additional information about the Town's place in the project's timeline. Mr. Lochrie estimated that permit applications would be submitted to the Town during the first quarter of 2026, with construction to begin by that summer.

Mayor Vincent asked if the team anticipates any further delays aside from the normal application timeline. Mr. Lochrie replied that the biggest potential hurdles are delays at the governmental level and reiterated that the team felt the schedule presented to the Commission is realistic. Mayor Vincent encouraged the team to reach out to the Town's State Representatives and Senators as needed, as they may be able to help fast-track the process.

Commissioner Oldaker asked if Mr. Lochrie will serve as a "point person" to communicate with and organize the various parties involved in the process. Mr. Lochrie replied that he will be part of this process, while the Chappell Group expected to take the lead in dealing with agencies.

Commissioner Oldaker asked if it would be possible to post a timeline on the Town's website listing milestones and next steps. Mr. Lochrie confirmed this, adding that the team will work with the Town Manager on this effort.

Commissioner Oldaker requested additional information on how the process will be affected by the Pier's location in the ocean. Mr. Lochrie explained that the Pier is subject to a submerged land lease, which will need to be renewed with the state as part of the process. The structure itself is owned by Fisherman's Pier, Inc.

Mayor Vincent pointed out that because the Pier is a privately owned property, there are limits to what the Town can do to enforce any type of expedited process, particularly as state and federal governments are involved.

Commissioner Strauss recalled that following Hurricane Irma, there had been an effort to rebuild the Pier, with the Town Manager working with local and state representatives to assist in this process. He asked what had happened regarding those efforts, particularly whether or not they must begin all over again due to later damage to the structure.

Mr. Lochrie explained that after Irma, a concern had arisen regarding an environmental aspect of the repair process. A stop work order had been issued while the concern was addressed. There were then additional storms, as well as the pandemic.

Mr. Lochrie noted, however, that the past efforts to which Commissioner Strauss had referred dealt only with repairing certain elements of the Pier. The present state of the structure will require a more comprehensive effort and long-term solution.

9. TOWN ATTORNEY REPORT

Vice Mayor Malkoon advised that he has heard questions from residents regarding the Live Local Act, which was passed by the Florida Legislature in 2023. He requested additional information on these concerns.

Town Attorney Susan Trevarthen explained that the Live Local Act was designed to advance the construction of affordable housing in Florida. This legislation affects applicants who wish to create a mixed-use project that includes 65% housing, of which 40% must be workforce or affordable housing. Another issue is where these types of developments can be located: they may be constructed within business, industrial, or mixed-use zoning districts.

Since the Live Local Act took effect, there have been inquiries regarding how that Statute can be interpreted with regard to the Town. Lauderdale-By-The-Sea does not have industrial zoning districts, but has B-1 and B-1-A Business zoning districts.

Town Attorney Trevarthen continued that it is her opinion that the Town's multi-family residential districts, including RM-25, would not qualify for projects under the Live Local Act, as that Act does not apply to residential zoning. An applicant hoping to build under the terms of the Live Local Act may not do so in a residential district. This means the only part of the Town where a developer could build this type of project is in the Business districts along A1A.

Town Attorney Trevarthen added that the Town's Charter limitation on height dates back to the 1970s and is mirrored in Code. The Live Local Act's preemptions allow a developer to "borrow" the height or density of another nearby property and move it into an area in which it is not normally permitted. The Town's height limits are even throughout the Town, which means there is no nearby height that can be borrowed.

Town Attorney Trevarthen concluded that should the Town receive an application under the Live Local Act, Staff would review it and apply the law accordingly; however, the Town is less exposed to the possibility of greater height than other local communities.

Vice Mayor Malkoon also requested that the Town Attorney address currently proposed legislation related to the Live Local Act. Town Attorney Trevarthen stated that when major legislation is enacted, it is common for the next legislative session, which is currently underway, to address any details of that legislation which may need further

attention. A “glitch bill” addressing some aspects of the Live Local Act has already been brought forward for consideration. The bill is believed to be predominantly favorable to local government interests.

Town Attorney Trevarthen added that while all aspects of the glitch bill may not be applicable to Lauderdale-By-The-Sea, they may apply to neighboring Broward communities for various reasons. The bill appears to be responsive to the concerns of residents. It has been temporarily postponed, however, because another bill has been proposed with development interests in mind.

Vice Mayor Malkoon also noted that the Town’s lobbyists are working in its interests on this issue, as is the League of Cities. Town Attorney Trevarthen added that the Town’s administration has also focused closely on this issue.

Vice Mayor Malkoon addressed vacation rental properties, requesting a brief history of the Town’s regulations for these properties as well as what could potentially change. Town Attorney Trevarthen explained that in 2011, the Florida Legislature preempted local governments’ ability to control vacation rentals; however, Lauderdale-By-The-Sea had already created an Ordinance that enacted these regulations, which were grandfathered. These regulations applied to single-family homes and town homes.

Following the preemption, no action on vacation rentals could be taken for a number of years. Then, as many cities which had not enacted previous legislation expressed concern with the impact of vacation rentals on their communities, the Florida Legislature enacted new legislation in 2014 which permitted these properties to be regulated within limits, which included:

- Inability of local governments to control the duration of stays
- Inability of local governments to measure the frequency of rentals
- Inability of local governments to regulate the use in a manner which prohibited vacation rentals

The Town’s processes, which required the use of rental agents, compliance with noise regulations, and other basic regulations, still applied on a local level.

In the 2024 Florida Legislative Session, there is an effort to preempt all local regulation of vacation rentals. The current effort would preserve the rules grandfathered after 2011; however, after 2014, the Town enacted regulations for duplex, triplex, and quadruplex properties as a result of community interest. It is not yet known whether the currently proposed bill would invalidate or grandfather those regulations.

The proposed bill also initially required all vacation rental fees to be no more than \$150 statewide; however, a modification changed this to “reasonable fees,” which means the Town may only establish fees that reasonably relate to the cost of the regulatory program.

Vice Mayor Malkoon asked if there are steps the Town can take to strengthen its existing vacation rental regulations. Town Attorney Trevarthen replied that at present, the existing rules constitute all the Town can do.

Town Manager Connors advised that there may be additional individuals who wish to provide public comment on the Pier issue. Mayor Vincent reopened public comment at this time.

Howard Goldberg, resident, asked if the Town has any involvement with the investors who purchased the Pier in 2023, and asked what options the Town is exploring at the County, state, or federal levels to expedite the permitting and repair processes without the use of taxpayer money.

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

Mayor Vincent noted that the processes related to the Pier were discussed earlier with the property owner’s representative.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

a. 2024 Parking Permits for Turtle Monitoring Organizations

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

12. OLD BUSINESS

- a. **Resolution 2024-01: “A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT WITH WASTE MANAGEMENT, INC. OF FLORIDA FOR BULK WASTE AND CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL SERVICES FOR A ONE-YEAR TERM; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATION SET FORTH IN THE PURCHASING MANUAL; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.”**

At this time Mayor Vincent opened public comment.

Ken Brenner, resident, noted that this Item will have significant impact on Town residents, and recalled that it has typically been subject to an open bid or contract. He requested additional information on the Item from the Commission.

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

Deputy Town Manager/Public Works Director Ken Rubach advised that Items 12.a and 12.b address the same issue from different angles. There are two components to both trash and recycling: one company picks up the trash, while the second transports it to a disposal site after it leaves the Town.

Deputy Town Manager/Public Works Director Rubach continued that the Town had a contract with Waste Connections of Florida, which was part of a cooperative bid involving several communities. Last year, however, it was determined that one of these communities would receive a particular rate and other communities would no longer be permitted to “piggyback” off that rate.

Deputy Town Manager/Public Works Director Rubach stated that Waste Connections indicated the Town no longer had a contract and its rate would increase significantly. He had suggested that, because the company was working on agreements with surrounding municipalities, the Town be allowed to continue at those rates while discussing a future contract. The company agreed to this, and the rate has been in effect since November 2023.

At present, each of the two companies, Waste Management and Waste Connections, both of which control transfer stations within Broward County, wishes to deal

independently with the municipalities and give them separate rates without the availability of a piggyback option. Staff has worked with both entities, and a number of bids were sent to the two businesses from Broward communities, which are included in the Commissioners' backup materials. The Town requested the same rates that were given to the city of Oakland Park, although that is a significantly larger municipality than Lauderdale-By-The-Sea.

Deputy Town Manager/Public Works Director Rubach explained that the rate for Waste Connections applies to residential trash service. The company offered a bulk rate of \$61.50/ton, which is the rate the Town has been paying since November 2023. This represents a 49% increase. Waste Management's proposed rate for bulk pickup is \$54/ton, which is a 31% increase. The Town wishes to proceed with this lower rate.

Deputy Town Manager/Public Works Director Rubach further clarified that the first Resolution, 2024-01, applies to the bulk debris set out on the first Monday of each month, as well as any construction debris. The second Resolution, 2024-02, applies to everyday trash, which is picked up twice a week.

Commissioner Oldaker commented that participants in waste disposal have been narrowed down to the point of monopoly, which was demonstrated by the fact that the Town received no bids for the service. Deputy Town Manager/Public Works Director Rubach confirmed that other municipalities which previously participated in the cooperative also received no bids.

Commissioner Oldaker continued that the Town is currently participating, along with the Broward League of Cities, in a County-wide solid waste committee that is seeking to resolve this issue for all participating municipalities.

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve Resolution 2024-01. Motion carried 5-0.

- b. Resolution 2024-02: "A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH WASTE CONNECTIONS OF FLORIDA FOR SOLID WASTE DISPOSAL SERVICES FOR A THREE-YEAR TERM; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATION SET FORTH IN THE PURCHASING MANUAL; PROVIDING FOR IMPLEMENTATION, CONFLICTS, 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 Rubach explained that this Item addresses regular twice-weekly trash pickup. Waste Connections offers \$61.50/ton, which is what the Town is currently paying and was negotiated for a temporary rate. It represents a 34% increase over the previous contract. The rate offered for this service by Waste Management was \$80/ton, or a 74% increase. This is the reason the Town chose to split the two contracts.

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

13. NEW BUSINESS

- a. Resolution 2024-03: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE TERMINATION OF MEMORANDUM OF POST CLOSING PAYMENTS FOR THE REAL PROPERTY LOCATED AT 4312 N. OCEAN DRIVE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE TERMINATION AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

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

Town Manager Connors recalled that on July 13, 2022, the Town entered into a contract with Flamingo East to purchase the parking lot located across the street from Walgreen's. This added a total of 50 parking spaces to the Town's inventory. On January 9, 2024, the Commission voted to pay the remaining installment for this property immediately so the Town could eliminate further sharing of the lot's revenue. Once the termination is complete, the Town will receive 100% of the lot's revenue. It will also earn roughly \$100,000 by completing the payments early.

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

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

c. Special Event Application: A1A Marathon, February 18, 2024

Senior Special Events and Marketing Coordinator Katie Anderson advised that Exclusive Sports Marketing has submitted a special event application to host a portion of the 2024 Publix Fort Lauderdale/A1A Marathon on Sunday, February 18, 2024. The event begins and ends at Fort Lauderdale Beach Park, with a portion of the race taking place within Lauderdale-By-The-Sea's boundaries on Ocean Drive/A1A, Palm Avenue, and El Mar Drive. This is the 19th year in which the Town has been included in the marathon's route.

The event will begin setup at 4 a.m., with the race officially beginning in Fort Lauderdale at 6 a.m. The first wheelchair participant is expected to cross into the Town's boundaries near approximately 6:20 a.m., followed by runners.

The Application includes the following requests:

- That the race course through the Town include the outside northbound lane of A1A starting at the Town's southernmost boundary; race participants will run east on Palm Avenue, then turn north on El Mar Drive up to Washingtonia Avenue, where the runners will then make a U-turn and run south on El Mar Drive; once at El Mar Drive/Palm Avenue, they will make another U-turn and run a second lap north to Washingtonia Avenue before heading south to conclude the race
- The north- and southbound inside lanes and parking spaces in single lanes at Anglin Square on El Mar Drive will be used as part of the race course; the Applicant has prepaid the parking fees for the affected parking spaces in the amount of \$1680
- Cones and signage indicating the race course along A1A, Palm Avenue, and El Mar Drive will be permitted within the Town and placed along the route by the Applicant

For groups of over 200, road closure fees are set by the Commission based upon purpose, number of attendees, and impact. In the past, the Commission has approved the reservation of the parking spaces, with the cost covered by the Applicant, and has not charged a fee for road closures. The Applicant has prepaid the \$100 application fee and the \$1680 total for the affected parking spaces.

Staff recommends the following:

- Approval of the Application for the 2024 A1A Marathon, with the conditions outlined in the event permit

- Approval of the reservation of parking spaces and coverage of their cost by the Applicant
- Waiver of any charges for road closures related to the event

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

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

b. Resolution 2024-04: “A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN LINDA CONNORS AND THE TOWN, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.”

At this time Mayor Vincent opened public comment.

Ken Brenner, resident, stated that he was in favor of returning the Town Manager’s performance review to its previous timeline, which occurred before the Town’s budget hearings. He felt the increase of the Town Manager’s salary, benefits, and extension of the contract after the second year was not the correct decision.

John Keller, resident, advised that he felt the Town’s businesses are treated with greater importance than taxpaying residents due to the Downtown redevelopment. He recommended that the Commission consider whether or not the Town Manager’s compensation package is fair to the Town’s taxpayers.

Howard Goldberg, resident, expressed concern with the proposed contract, asking why the Commission was “in a rush” to extend it when the current contract runs through October 2024. He noted that a local election is upcoming and felt the contract should be considered by the next Commission.

Mr. Goldberg continued that the proposed Town Manager salary is 10% higher than what is paid by other municipalities of similar size. He requested that the Commission delay any vote on the contract.

Ann Marchetti, resident, wished to know why the Commission would continue to go against residents' requests to lower taxes and reduce spending. She asked that the vote on the Town Manager's contract be delayed, adding that in a few weeks, up to three members of the current Commission may no longer serve.

Ms. Marchetti continued that the proposed salary and benefit package is greater than what any Town Manager should receive and would "lock in" a three-year contract, which previous Town Commissions fought to eliminate.

Mark Stern, resident, commented that this was an inappropriate time to discuss the Town Manager contract, which extends through October 2024. He requested that the Item be tabled and revisited at a later time with additional disclosure and public comment.

Ron Piersante, resident, observed that the Town Manager was hired at a low rate, and spoke positively about her service in that position. He felt most residents were happy with both the Town Manager and the Commission. He concluded that he was not in favor of waiting until the next Commission was seated to proceed with the Item.

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

Commissioner Strauss pointed out that if the Commission wished to renew its current agreement with the Town Manager, the agreement states they must do so no later than April 30, 2024. He added that the Town Manager has achieved significant success and met all of her goals, which he saw as compelling reasons to renew the contract and provide her with a fair salary and benefit package.

Commissioner Strauss noted the consistency and stability provided by the Town Manager, as well as effective project management, institutional knowledge, effective team leadership, adaptation to unique local needs, and long-term vision for the future.

Commissioner Strauss recalled that he had originally negotiated the Town Manager's original employment agreement. The renewal agreement offers a raise and benefits that are consistent with the Town Manager's abilities and consistent with other Broward municipalities' efforts to reward and retain top talent.

Commissioner Strauss also acknowledged that South Florida's cost of living is approximately 30% higher than the rest of the state, and felt it would be unfair to compare the salaries and benefits of other Town Managers outside this region.

Vice Mayor Malkoon addressed the comments made regarding compensation, recalling that he had requested a survey listing all compensation packages of similar municipalities, and requested that Commissioner Strauss address how the proposed contract is consistent with those salaries.

Commissioner Strauss reviewed the Broward communities listed in the survey and the compensation packages they offer their Managers. Benefits in those communities may include car allowances, insurance, sick pay, vacation time, retirement, cost of living increases, and severance packages. He reiterated that he had proceeded cautiously when negotiating the original agreement due to concerns with previous Town Managers.

Vice Mayor Malkoon asked if the survey of other municipalities, or other Commissioners' or Town officials' experience, had included a per capita salary calculation. He noted that Staff has received a cost of living adjustment (COLA), which he felt should also be approved for the Town Manager.

Vice Mayor Malkoon continued that there may be details of which the public is not aware from the time before the Town Manager was appointed, which resulted in additional work to bring the Town back to its desired standard. He emphasized the importance of institutional knowledge and continuity in the position.

Vice Mayor Malkoon also asked the Town Attorney, whose firm had assisted in preparing the Town Manager's contract, for a brief history of how compensation for this position has changed as well as the more modern status of the current contract. Town Attorney Trevarthen explained that the 2010 municipal election resulted in a desire for change, which led to a messy transition related to the Town Manager at that time.

Town Attorney Trevarthen continued that in the Town Manager's contract following the difficult transition, an effort was made to place a monetary value on all attributes of the contract and include these attributes in the salary. She noted that there is nothing in the currently proposed contract which stands out from what is offered by other communities. There is also no per capita standard demonstrated by other communities.

Commissioner Pouloupoulos observed that the proposed salary increase is consistent with that of other Town Manager salaries in South Florida and Broward County in particular, with more populous municipalities reflecting higher salaries. He also emphasized the deadline of April 30, 2024 for contract negotiation.

Commissioner Pouloupoulos continued that the proposed contract raises the Town Manager's salary from \$202,649.98 to \$221,293.78, which is a 9% increase. Both the previous and proposed contracts include a number of weeks' severance pay, which increases over the later years of the contract. There have been no substantive changes to the current contract, and if a new Commission wished to part ways with the Town Manager, they would still be able to do so.

Regarding the COLA, it was clarified that the Town Manager's contract states that position will receive this increase when it is also received by Town Staff. There is no annual COLA.

The proposed contract would provide the Town Manager with a car allowance, which is provided by a number of other Broward municipalities, as well as a phone and computer. The contract also includes a retirement raise, which is the only financially significant difference between the current and proposed agreements.

Commissioner Pouloupoulos emphasized the importance of goal 6.1 of the evaluation process, which he felt should be rewritten or implemented into the contract. He asserted that this would constitute an important leadership goal.

Mayor Vincent briefly reviewed his experience with previous and current Town management, emphasizing the importance of experience in South Florida. He noted that the most recent Town Manager evaluation proved the Commission had made the correct decision in promoting from within, and that the Commissioners' evaluations were similar in scoring.

Commissioner Oldaker made a motion to approve the contract as written.

Commissioner Pouloupoulos requested clarification of how the Commission would proceed in approving the contract with a future amendment related to performance goals, as mentioned earlier in his comments. Town Attorney Trevarthen replied that the Commission could agree to come back to that Item, but recommended that the Commission discuss the issue further.

Commissioner Pouloupoulos advised that he favored a prospective action plan as suggested by goal 6.1. Commissioner Strauss stated that if an action plan is developed for the Town Manager, there should be a similar action plan for the Commissioners; however, he did not feel this was necessary, as the Commission has worked for the last two years without it.

Commissioner Pouloupoulos recommended the inclusion of wording that would put an action plan into place, possibly at the beginning of the next fiscal year. He concluded that he would like to see this goal implemented again in the future.

Town Attorney Trevarthen suggested that any changes to the contract preserve the statement which read "At the beginning of each fiscal year, the Town Commission and employee mutually agree on performance goals and objectives for the fiscal year, and may mutually agree to revise those goals and objectives during the year." The next sentence would be struck, and the following sentence would read "Those goals shall be reasonably attainable within the time constraint set, and adequate operating budgets or capital appropriations shall be funded to enable its accomplishment." Both of these sentences would remain valid without an action plan mechanism.

Commissioner Pouloupoulos advised that while he was comfortable with the removal of the middle sentence, he felt there should be a requirement of communication of the Commission's goals at the beginning of each year.

Town Manager Connors stated that strategic planning is included in this year's budget, and the current Commission had felt it would be wise to wait until the new Commission is seated to move forward with that planning. She expressed concern, however, with waiting until the beginning of the next fiscal year to proceed, as the Town's budget is already established by that time. She suggested that the budget process include work toward the establishment of these goals.

Town Manager Connors continued that she has used the budget process as a guide for a strategic plan, which means if the Commission wants a particular goal accomplished, they are certain to fund that goal within the budget.

Commissioner Pouloupoulos further clarified that his intent was to include written goals so the public is aware of what the Commission hopes to accomplish. Town Attorney Trevarthen proposed including a reference to this as an annual process, which would allow the Commission to determine the time at which it is addressed.

Commissioner Oldaker amended his motion as follows: **motion to approve the contract and restore the first and third sentences of Section 6.1 of the existing contract, with removal of reference to the action plan and a change to the initial clause so it happens annually rather than at the beginning of each fiscal year.**

Town Attorney Trevarthen added that cross-references would be updated to reflect the restoration of Section 6.1.

Commissioner Pouloupoulos seconded the amended motion. Motion carried 5-0.

14. COMMISSIONER COMMENTS

None.

The Commission took a brief recess from 9:17 p.m. until 9:32 p.m.

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

17. RESOLUTIONS – PUBLIC COMMENTS

- b. Resolution 2024-06: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID. PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

John A. Graziano, resident, commented that the state of Florida, in an attempt to apply universal rules for transparency, has created a form which he described as onerous. He also noted that there are information technology shortcomings with the requirement as well.

Howard Goldberg, resident, stated that any candidate should release financial information to demonstrate transparency. He added that the class action suit cited in the

Resolution would require the payment of a \$10,000 fee, which he found unacceptable. He emphasized the importance of transparency by candidates and elected officials.

Ann Marchetti, resident, advised that she did not support the Statute in question, and that candidates and elected officials should be able to continue to file a statement of economic interest in order to reduce potential conflicts of interest, as was previously done using Form 1. She also wished to know what other steps the Town has taken to rectify this situation before engaging in the lawsuit.

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

Town Attorney Trevarthen explained that the proposed lawsuit was brought to her firm by a number of municipal clients. She emphasized that while she is not recommending that the Town join the suit, the municipalities involved have asked that all other cities be given the opportunity to decide whether or not to join the challenge.

The basis of the challenge is twofold: first, when the state made the change to apply Form 6, they violated longstanding law regarding the alteration of terms and conditions which apply to an individual's elected term of office "midstream" during that term. There is also an argument to be made under the Florida Constitution's right to privacy and free speech protections.

Town Attorney Trevarthen added that her firm has identified Form 6 as the most onerous financial disclosure in the United States, with no other federal or state office requiring disclosures of the same level of detail.

Town Attorney Trevarthen reiterated that joining the suit would be entirely voluntary. Each participating municipality is charged a fixed fee, and if individual elected officials wish to be named as plaintiffs, this would be part of the same arrangement.

Commissioner Oldaker asked if it would be possible for the Town to join the suit at any time. Town Attorney Trevarthen replied that the Commission could defer the decision on whether or not to participate. She added that in the past, when challenges have been brought forward in the names of both local governments and individual elected officials, courts have found that the relief only reaches the named plaintiffs. Regardless, the firm would argue that all parties affected by the change to Form 6 would be similarly situated and should all receive relief. It is possible that if the Town or an individual or individuals

do not join the suit, they would not receive the benefit of relief given, as demonstrated by precedent.

Commissioner Poulopoulos stated that while he did not like this requirement, he respected the transparency it represented, and noted that he would be happier with a middle ground between Form 1 and Form 6.

Commissioner Poulopoulos continued that he intended to file Form 6 in accordance with the law, and hoped for the success of the lawsuit; however, he did not feel the participation fee constituted the best use of taxpayer dollars, and would not be in favor of the Resolution.

Commissioner Strauss stated that he was also not in favor of Form 6, which he felt was a significant overreach. He asked if participation in the suit by an individual would stay the requirement that they file Form 6 until the outcome of the case has been determined.

Town Attorney Trevarthen clarified that effective July 1, 2024, individuals who are in office will need to file Form 6, which permits the same 90-day grace period as Form 1. The suit will request declaratory and injunctive relief, which would take the form of a court order stating the Statute is flawed and there is no need to comply. She cited a similar lawsuit in the past which addressed a Constitutional amendment, recalling that those plaintiffs ultimately received an injunction which stayed the applicability of that amendment. The ruling in that case was limited to named plaintiffs only.

Commissioner Strauss also noted that there are questions regarding issues of confidentiality, which would affect individuals who have trust accounts or are representing clients. Town Attorney Trevarthen replied that both the Florida Commission on Ethics and the Florida Legislature have indicated they did not understand this to be a problem. These entities are processing the rulemaking in an attempt to resolve this issue.

Commissioner Strauss advised that he had originally requested placement of this Resolution on the Agenda for further discussion so he could hear other parties' opinions on the issue.

Vice Mayor Malkoon stated that the proposed lawsuit had been discussed by the Broward League of Cities. He requested clarification of how many entities are currently participating in the suit. Town Attorney Trevarthen replied that 14 cities have signed

onto the suit thus far, and the effort to ensure that all municipalities are aware of it began within the last two weeks.

Vice Mayor Malkoon commented that while he understood the nature of objections to the Statute, he also recognized the importance of transparency in government, and concluded that he did not anticipate the Town would join the suit.

Mayor Vincent observed that the Statute in question has not deterred candidates for office in Lauderdale-By-The-Sea and currently remains the law. He continued that although the start date for the requirement of Form 6 is July 1, the period for which that form is required dates back to January 1, 2024. Town Attorney Trevarthen confirmed this, noting that over 100 elected officials in the state of Florida resigned prior to December 31, 2023 for various reasons relating to the new disclosure requirement.

Town Attorney Trevarthen further clarified that if there is no motion made on this Resolution, it would die.

No motion on the Resolution was made.

15. ORDINANCES 1ST READING

- a. Ordinance 2024-01: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING ARTICLE I "IN GENERAL," SECTION 17-14 "PERSONS WHO MAY USE TENNIS COURTS; ACCESS TO TENNIS COURTS; ISSUANCE OF KEYS; FEES" OF CHAPTER 17 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES" TO CLARIFY THE TOWN HAS A PICKLEBALL COURT AND TO INCORPORATE THE TOWN'S TENNIS / PICKLEBALL COURT RULES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Howard Goldberg, resident, advised that he did not believe Town residents should have to pay a fee to use the Town's tennis or pickleball courts. He noted that these courts provide a social area for residents. He did not oppose charging a fee to non-residents.

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

Assistant to the Town Manager Courtney Easley explained that Ordinance 2024-01 would address the rules of play on the Town's tennis and pickleball courts, particularly with respect to coaching on those courts. Current rules require that rule violators may be suspended from using the courts; however, Staff has encountered challenges in the enforcement of those rules, as there are no codified rules, established penalties, or processes for suspending use of or revoking keys to the courts. The proposed Ordinance will resolve these issues by allowing Code Officers to issue citations to any individuals found coaching on the tennis courts.

Assistant to the Town Manager Easley explained that in recent months, residents have raised concerns about coaching issues after encountering coaches on the courts for long periods of time, training multiple clients. When Staff observed this as well, they reminded coaches that coaching is not allowed; however, there was not always compliance with this prohibition.

In December 2023, Town Staff hosted a meeting where residents were allowed to provide feedback. Roughly 20 individuals attended this meeting. Several recommendations were made, although the primary topic was coaching. Recommendations included posting signage stating the rules inside the tennis area, installing a new entry locking system, increasing the maintenance of nets, exploring the use of a reservation system, and prohibiting animals on the court.

Assistant to the Town Manager Easley advised that some of the recommendations may be addressed at this time, while others will require additional research and discussion with the Commission. The proposed Ordinance will allow for better enforcement, including allowing Code Officers to issue citations to anyone found coaching on the Town's tennis courts or violating other rules.

If Ordinance 2024-01 is approved on first reading, its second reading would be scheduled for February 27, 2024.

Commissioner Pouloupoulos described the Ordinance as "nitpicking," and stated that while he was in favor of prohibiting coaching or other business purposes on public courts, he did not want to over-regulate use of the Town's courts by issuing citations for minor problems. He also agreed with public comment regarding fees, and requested clarification of the amount spent on tennis/pickleball court maintenance on an annual basis so it could be determined if fees were necessary to fund this maintenance.

Deputy Town Manager/Public Works Director Rubach advised that there are substantial maintenance costs related to resurfacing and lighting of the courts, although these costs are not annually budgeted. Key fees serve to defray a portion of these costs, but do not cover all costs.

Commissioner Pouloupoulos advised that residents' taxes should cover their fees. He was in favor of a key system for non-residents, which should supplement maintenance costs.

Deputy Town Manager/Public Works Director Rubach noted that residents have reached out to Town Staff to mediate issues related to the use of courts, which has led to heated exchanges and threats.

Town Manager Connors clarified that some property owners provide coaches with keys to the courts, and those coaches may use both courts for coaching. There have also been instances in which a coach was very disrespectful to Town Staff. The intent of the Ordinance is to create a means to address this situation.

Town Manager Connors continued that if there is not a problem, and no individuals are waiting to use the courts, there is no need for Town Staff to intervene. If a paid coach is coaching on the court for hours at a time, however, the Town needs an instrument to address the issue. She added that some residents have indicated they do not want to interact with at least one individual who is using the Town's courts as a vehicle to coaching income.

Commissioner Pouloupoulos reiterated that while he agreed with the prohibition of coaching, he was not in favor of residents paying for keys to the courts. He also agreed with a prohibition on animals on the courts, but did not agree with limiting the number of hours a resident may play.

Town Manager Connors pointed out that there are constant complaints that some individuals are monopolizing the courts. She noted again that Staff is seeking a way to address this problem, rather than to arbitrarily enforce regulations.

Commissioner Strauss also felt there should be no coaching permitted on Town courts; however, he expressed concern with how to determine who may be coaching, as well as how to ensure individuals are aware of whether or not they are violating the proposed Ordinance. He did not disagree with limiting use of the courts if others are waiting for them.

Commissioner Strauss continued that he felt the key fee is fair, as it costs the Town money to issue keys. He concluded that coaching should be prohibited if language to that effect can be crafted.

Mayor Vincent observed that BSO will need to be involved with any enforcement of rules, as issuance of citations is a law enforcement rather than a Code Enforcement issue. Tracking of keys each year is also required, although he did not have a preference of whether or not to issue a key or court fee. He noted that it can be difficult to regulate whether or not a resident may loan their key to another party, which may include a coach. If there is no system for monitoring keys, there could be an influx of individuals wanting to use the Town's courts for free.

Mayor Vincent continued that the Town reserves the right to check a user's key at any time if they feel there may be abuse of the existing system. He was not certain that he could vote in favor of Ordinance 2024-01 as it is written.

Vice Mayor Malkoon suggested that a keyless access card containing a resident's information could be a potential solution, as the card code could be changed annually without reissuing the key. Assistant to the Town Manager Easley advised that Staff plans to propose a fob system as part of the 2024-2025 budget discussion, as this system will allow the Town to track use of the courts more accurately. A violator's card could also be deactivated in lieu of writing a citation.

There was consensus among at least three Commissioners to charge no fee for use of the courts.

It was determined that the Item would be deferred to a later date.

16. ORDINANCES 2ND READING

- a. Ordinance 2023-07: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE I "IN GENERAL," SECTION 30-11 "DEFINITIONS" AND ARTICLE V "ZONING," SECTION 30-311 "BOATS, BOAT LIFTS, BOATHOUSES, MOORING, AND DOCKING" AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

Development Services Director Campbell explained that this Ordinance was presented for first reading on October 17, 2023 and proposes the following changes to Code:

- Removes the requirement for navigational channels to be the center 40% of the width of the waterway
- Extends the allowance for boat lifts to protrude into the waterway from 20% to 25% as measured from the recorded property line
- Relocates setbacks for marine structures in waterways over 100 ft. wide

These changes will provide greater flexibility for residents seeking to install boat lifts on their docks while ensuring the preservation of a sufficiently navigable waterway. The Ordinance was recommended for approval on first reading by a vote of 5-0.

Development Services Director Campbell noted an additional change required for consistency: the Section addressing dolphin piles does not include parameters for where these structures can be placed within the channel. The language referenced in lines 106-107, which would state dolphin piles may not extend more than 25% into the width of the waterway, would need to be included.

Commissioner Oldaker asked how Ordinance 2023-07 would affect the canal on the east side of the Terra Mar neighborhood, where 45 ft. boat slips are currently being sold on the Pompano Beach side of that waterway. Development Services Director Campbell replied that Staff plans to reach out to Pompano Beach to clarify that city's plans to ensure a navigable waterway. She will bring this information back to the Commission.

Commissioner Strauss requested additional information on what constitutes a minimum navigable waterway. Tyler Chappell, representing the Chappell Group, marine contractor, advised that Pompano Beach allows a minimum of 40 ft. for their navigable channel, which would allow for safe ingress/egress.

Mayor Vincent asked if there are any concerns related to the riparian rights of property owners in the subject area. Mr. Chappell noted that there is a provision in Town Code which allows the City to use its discretion on the riparian rights at the end of a canal, or where a marina exists.

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

17. RESOLUTIONS – PUBLIC COMMENTS

- a. **Resolution 2024-05: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING THE 2023 / 2024 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT “A,” AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2023 / 2024 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

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

Director of Budget and Finance Lucila Lang explained that Resolution 2024-05 updates the fiscal year (FY) 2023/2024 budget to appropriate funds for the final \$1.6 million payment mentioned earlier in Resolution 2024-03. The amount previously budgeted for this expense had been \$800,000.

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

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 10:28 p.m.

Mayor Chris Vincent

ATTEST:

Lauderdale-By-The-Sea
Regular Town Commission Meeting
January 23, 2024

Katrina Adler, Town Clerk

Date



Agenda Item No: 13.a.

Town Commission Agenda Item Report

Meeting Date: February 27, 2024

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2024-09: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH GIASPACE, INC. FOR TECHNOLOGY SERVICES FOR A FOUR-YEAR TERM WITH TWO OPTIONAL TWO-YEAR RENEWALS; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

Explanation: In 2012, the Town issued RFP No. 12-08-01 seeking a firm to provide IT Support Services. This process was again repeated in 2015 (RFP No. 15-10-01) and for a third time in 2021 (RFP No. 20-11-01). Each time the contract has been awarded to GiaSpace as the highest ranked vendor. The RFP issued in 2021 had originally contemplated a three-year term with two, optional one-year renewals. However, the former IT Administrator failed to include these optional renewals in the subsequent Agenda Memo and Resolution, effectively making the contract valid for only three years.

GiaSpace has been the Town's IT Support contractor since 2012, has an office in Fort Lauderdale, and has key support staff who live close to the Town, which leads to fast response times. They have become an ever increasingly important part of Town operations and truly act as an extension of the Town staff. As the world continues towards more digitization and modernization, having a knowledgeable, skilled IT firm to help with day to day issues as well as protecting our network as well as servers against viruses and ransomware makes it critical to have the right partner. In the contract awarded in 2021 the rate proposed was the same as it was in previous years, totaling \$30,000 per year. This includes management of our network devices and unlimited desktop support, plus \$125 per hour for any work not covered by the fixed fee.

Staff reached out to them to discuss the oversight in the previous award and how satisfied we've been with their services for over a decade. Although we are a relatively small client, we have built a relationship with the team and trust in their ability to provide exceptional regardless the time of day (they have responded to most situations whether big or small usually within 24 hours). The consensus among senior staff was that there would be a steep learning curve for a new firm to come in and essentially start from square one. The Town Manager had instructed staff to see if a new contract could be negotiated. In conversations with GiaSpace, they were

willing to keep their current pricing structure if a long-term contract was viable. The agreement would be for an initial four-year term, two, two year optional renewals with costs remaining fixed at \$30,000 per year over the life of the contract. This will result in the Town having seen no increase in costs for IT services for almost two decades.

Given this long term freeze in prices and the fact of their long history of being excellent partners with the Town staff, including such notable projects as enhancing our cybersecurity, working with other vendors to upgrade the Jarvis Hall A/V infrastructure, and overseeing the rather significant upgrade to our phone infrastructure in the past 5 years, staff is requesting that Commission waive the normal purchasing procedures and utilize Section IV (D) of the Purchasing Manual, deeming these proposals brought forward to be in the best interest of the Town.

Recommendation: Authorize the Town Manager to execute a four-year agreement with two optional two-year renewals with GiaSpace Inc. for Technology Services.

Exhibits:

1. Reso 2024-09 Approval of IT Agreement with Giaspace

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH GIASPACE, INC. FOR TECHNOLOGY SERVICES FOR A FOUR-YEAR TERM WITH TWO OPTIONAL TWO-YEAR RENEWALS; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS the Town of Lauderdale-By-The-Sea (“Town”) engaged in a competitive solicitation process to procure the provision of specialized information technology services requiring the exercise of intellectual ability (“Services”) in 2012, 2015, and again in 2021; and

WHEREAS, in all three instances, the Town selected GiaSpace, Inc. (“GiaSpace”) as its vendor to provide Services for the Town; and

WHEREAS, the current agreement between the Town and GiaSpace terminates on May 1, 2024; and

WHEREAS, Town staff is satisfied with GiaSpace’s performance of Services and believes GiaSpace’s in-depth knowledge of the Town’s infrastructure is an asset to the Town that will be unmatched by a new vendor; and

WHEREAS, to ensure an agreement is in place to avoid any gaps of Service and given the Town's satisfaction with GiaSpace, the Town began direct negotiations with GiaSpace; and

WHEREAS, GiaSpace offered to provide technology services to the Town a low, fixed rate if the Town agrees to enter into a four-year agreement with two optional two-year renewals; and

WHEREAS, Town Staff recommends executing an agreement with GiaSpace, attached as Exhibit “1,” to provide technology services, for a four-year term with two optional two-year renewal terms at a rate of \$30,000 per fiscal year; and

1 **WHEREAS**, Section IV (D) of the Town’s Purchasing Manual provides an exemption for
2 professional services upon a finding that such procurement is in the best interest of the Town; and

3 **WHEREAS**, based on the foregoing, Town Staff requests that the Town Commission
4 approve the Agreement.

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

7 **Section 1. Recitals.** Each “WHEREAS” clause set forth above is true and correct and
8 herein incorporated by this reference.

9 **Section 2. Agreement Approval.** The Town Commission finds that the procurement
10 of technology services from GiaSpace is in the best interest of the Town, and therefore the
11 Agreement with GiaSpace attached as Exhibit “1”, is hereby approved.

12 **Section 3. Authorization to Execute and Make Changes.** The Town Manager is
13 authorized to execute the Agreement together with all changes, including substantial changes,
14 which are acceptable to the Town Manager and Town Attorney.

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

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

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

23 **PASSED AND ADOPTED** this 27th day of February 2024.

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Attest:

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10 Katrina Adler, Town Clerk

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12 (CORPORATE SEAL)

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15 APPROVED AS TO FORM:

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19 Susan L. Trevarthen, Town Attorney

Mayor Chris Vincent

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement"), made and entered into the ____ day of _____ 2024 ("Effective Date"), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the "Town") and GiaSpace, Inc. (the "Consultant"), a for profit corporation authorized to do business in the State of Florida.

WHEREAS, Consultant has performed Information Technology support services ("Services") for the Town since 2012; and

WHEREAS, the current contract between the parties expires on May 1, 2024; and

WHEREAS, the Town is satisfied with Consultant's performance and desires to continue to contract with Consultant for the performance of Services, and Consultant desires to contract with Town to perform said Services.

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

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

- 1.1 The Consultant shall meet the requirements and perform the services described herein and as described in the Request for Proposals No. 20-11-01, attached hereto and incorporated herein as **Exhibit A** and the Consultant's Proposal dated February 20, 2024, attached hereto and incorporated herein as **Exhibit B**.
- 1.2 Consultant agrees and acknowledges that Consultant did not take any exceptions to the RFP and is prohibited from exempting any provision of the RFP or of this Agreement in any of Consultant's Services pursuant to this Agreement. The provisions and requirements of the RFP, attached as **Exhibit A**, are hereby ratified and confirmed and are incorporated herein by this reference. Consultant shall comply with each and every provision of the **RFP**.

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

2. Term. This Agreement shall commence on the Effective Date and shall continue for an initial term of four years ("Initial Term"), with two optional two-year renewals, unless terminated earlier as provided in Section 6 of this Agreement. The parties' intention to exercise each option to renew (a "Renewal Term") must be in writing and must include all substantial terms of the Agreement.

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

4. Compensation. The Town shall pay GiaSpace in an amount not to exceed thirty thousand dollars (\$30,000) per the Town's fiscal year, subject to adequate appropriation, throughout the the Initial Term and each Renewal Term, if applicable. Compensation hereunder shall be paid to Consultant for services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Consultant based upon such entry. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

5. Indemnity. Consultant shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties for work or materials required under or related to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Consultant's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

6. Termination.

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

6.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, Consultant shall indemnify the Town against losses pertaining to this termination. In the event that this Agreement is terminated by the

Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.1 of this Agreement, and the provisions of Section 6.1 shall apply.

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

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

For GiaSpace: Robert Giannini, President
GiaSpace
6278 N Federal Hwy
Suite 400
Fort Lauderdale FL, 33308

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

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

All insurance policies required of the Consultant shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.

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

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$1,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

2. **Workers' Compensation Insurance** - Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired and Non Owned Auto Liability.
4. **Professional Liability** -\$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability.
5. **Ransomware** - Consultant shall provide the Town with evidence of Ransomware insurance in the limits set forth by the Town prior to execution of this Agreement.

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

11. Consultant Representations. Consultant represents the following: Consultant is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Consultant have been duly authorized: this Agreement is binding on to employees of the Town are not available to Consultant and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Town under this Agreement.

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

- (a) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- (b) Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant

shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) Any compensation due to Consultant shall be withheld until all records are received as provided herein.

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

13. Scrutinized Companies.

- a. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- b. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c. 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.

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

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

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

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

18. Ethics.

- a. Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
unlawful offensive.
- c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
- d. Consultant covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONSULTANT covenants that it will conduct no activity or provide any service that is unlawful or offensive.

19. Contract Documents; Order of Priority. The Contract Documents referred to in this Agreement shall be comprised of this Agreement, the RFP, and Consultant's Proposal. In the event of a conflict between the Contract Documents, the order of priority shall be this Agreement, the RFP, and then the Consultant's Proposal.

20. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 21. The Town shall have the right to audit the books and records of Consultant related to the services authorized herein upon reasonable notice provided to

Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Consultant based upon such entry.

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

22. E-Verify. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors, and any subcontractors thereof, doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the contract. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

23. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TOWN:

CONSULTANT:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors, Town Manager

By: _____
Robert Giannini, President

By: _____
Lucila Lang, Finance Director

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen

Town of Lauderdale-By-The-Sea



REQUEST FOR PROPOSAL No. 20-11-01

IT SUPPORT SERVICES

RFP OPENING: Dec. 15, 2020, 2PM

**Town Hall
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308**

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS NO. 20-11-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals for:

IT SUPPORT SERVICES

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive proposals electronically at tedraa@lbts-fl.gov until 2PM EST on Dec. 15, 2020.

The Town's contact information for this RFP is:

Town Clerk
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Telephone: 954-640-4201
Email: tedraa@lbts-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have Internet access, you may obtain the documents by contacting the Town Clerk. See Part II, Section H of the RFP for information regarding submitting a proposal.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

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PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,000 residents situated on a barrier island between Fort Lauderdale and Pompano Beach.

The Town operates a Local Area Network (LAN) that roughly serves 20 employees. There are also on-site vendors that connect to the Internet via the Town's network. The Town is seeking proposals from qualified vendors to maintain the Town's IT network, set-up and configure new computers as needed, peripherals, and to also provide required end-user support as needed.

B. GENERAL INFO ON THE TOWN'S IT INFRASTRUCTURE & SUPPORT NEEDS.

The LAN sits behind a Cisco Meraki Firewall. There are three servers on the LAN:

- LBTS-HYPERV / Hyper V Host / BDC: Microsoft Windows Server 2016 Std
- FIN-DEV / Finance Server Microsoft Windows Server 2012 Std
- CLERK-SBS: DC: Microsoft Windows Server 2012 Std

The on-site vendors referenced above are generally set-up as workgroups on the Town's network (rather than on the Town's Domain). These vendors include: Community Center, CAP Government, Republic Parking and Calvin Giordano.

The Town does full system local back-ups of its servers with Altaro to a Synology Diskstation Networked Attached Storage Device (NAS). The Town does daily file offsite back-ups of our servers via Acronis Cloud online backup service. E-mail correspondence is with Microsoft Outlook 365.

The Town uses a broadband fiber-optic Internet connection with AT&T. This connection is used for general e-mail connectivity as well as uploading video of Town meetings to an external web-streaming provider (Granicus). The Town has a second dedicated high-speed Comcast line that is used to broadcast video and audio of the Town's meetings via Comcast Channel 78 and AT&T U-Verse (Channel 99). The Town uses a dedicated Comcast line for phone service (VOIP).

Key applications include the Finance System (Tyler Technologies Fund Balance), the Document Management System (Laserfiche), Business Tax Manager, and Webcasting system (Granicus).

C. SCOPE OF WORK

- A. Desktops: hardware, software, virus software and security.
- B. Software: assist with technical issues.
- C. PC Hardware: install replacements and make upgrades.
- D. Printers: local and network.

- E. Personnel movement – technical equipment (not furniture).
- F. Provide quotes for equipment, desktop software using state contracts.
- G. Active Directory password control.
- H. Active Directory maintenance.
- I. Exchange (e-mail) maintenance.
- J. User account maintenance.
- K. Server maintenance – routine cleanup and monitoring.
- L. Operating System patching.
- M. SQL Server Data Base – routine cleanup, monitoring, virus software, security.
- N. Establish a Management Console.
- O. Maintain backup scripts and provide documentation for backups.
- P. Restore files and folders from back-ups (as required)
- Q. System security and firewalls.
- R. Network controls and switches.

The following services / devices are not included in the monthly fee.

- A. UPS devices.
- B. Senior Center computers.
- C. Software training.
- D. Audio/Visual activity.
- E. After hours Help Desk (Normal hours support is Mon-Fri 8:30AM to 5PM).
- F. Applications not installed on the Network (i.e., personal download apps).
- G. On-Site Mobile Device support for iPads, cellular telephones.
- H. Server-level hardware.
- I. Leased printers.
- J. Software support for Fund Balance, Laserfiche, Business Tax Manager and Granicus.
- K. Non-technical software support

D. *TECHNICAL REQUIREMENTS*

In order to be deemed responsive and considered for contract award, Proposers must have at least five years of experience providing similar IT Support services to other similarly sized organizations. Please list any towns or cities you service. Professional certifications from recognized organizations (e.g., CompTIA – Computing Technology Industry Association, Microsoft, Cisco, etc.) are preferred but not required.

E. *INSURANCE AND LICENSES*

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall

include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.

2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non-Owned Auto Liability.
4. **Professional Liability** – Please indicate if you carry Professional Liability Insurance and, if so, in what amount.
5. **Ransomware Insurance**

The Proposer shall provide original certificates of coverage and receive notification of approval of those certificates from the Town prior to providing services under this RFP. The insurance coverage provided by Proposer is subject to the approval of the Town. The insurance certificates and required policies (except for worker's compensation) shall list the Town of Lauderdale-By-The-Sea and the Lauderdale- By-The-Sea Volunteer Fire Department as ADDITIONAL INSURED and shall provide for the Town to receive no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the Town if circumstances change or adequate protection of the Town is not presented. The Proposer, by submitting a proposal, agrees to abide by such modifications.

END OF PART I

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 20-11-01
Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals: **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response. **Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact Person for the purpose of this RFP shall mean:

Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Fla 33308
Telephone: 954-640-4201.
Email: Tedras@LBTS-fl.gov

B. INVITATION TO PROPOSE; PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged to be most advantageous to the Town. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 20-11-01
Part II –General Information

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail, email or fax written inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the Correspondence “RFP No. 20-11-01 QUESTION”.

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Town Clerk for such purpose. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) electronic copy of the proposal. The proposal shall be submitted as follows:

Email to: tedraa@lbts-fl.gov

Subject Line: RFP 20-11-01

Proposals shall be submitted electronically – no hard copies will be accepted. Email submittals are accepted. Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. It is the sole responsibility of each Proposer to ensure that their Proposal is received by the Town by the specified due date and time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the Town’s opening of proposals. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or completed in ink. Proposals shall be signed in ink.

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 20-11-01
Part II –General Information

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal
This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.
2. Title Page
The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.
3. Table of Contents
Include a clear identification of the material by section and by page number.
4. Organization Profile and Qualifications

This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- ✓ Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- ✓ A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- ✓ Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s)' background, training, experience, as well as qualifications and authority.
- ✓ Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document and are available on the Town website in Word format.

IT SUPPORT SERVICES

Lauderdale-By-The-Sea RFP No. 20-11-01

Part II –General Information

5. Experience
The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.
6. Approach to Providing Services
This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided. This section shall also include a list of equipment the Proposer proposes to use to perform the Work in accordance with the requirements of this RFP.
7. Compensation
The proposal shall document the fee proposal for the goods and/or services on RFP Form C.
8. Additional Information
Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

J. PROPOSAL – Procedural Information

1. Interviews:
The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.
2. Request for Additional Information:
The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial stability as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.
3. Proposals Binding:
All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following proposal opening. Town may desire to accept a proposal after the 120-day period. In such case, Proposer may choose whether or not to continue to honor the proposal terms.
4. Alternate Proposals:
An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of

IT SUPPORT SERVICES

Lauderdale-By-The-Sea RFP No. 20-11-01

Part II –General Information

technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. Proposer's Certification Form:

Each Proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's

officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. By statute, the contract will also contain the following clauses:

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 20-11-01

Part II –General Information

provisions of this section shall result in the immediate termination of this Agreement by the Town.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental

jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on the evaluation criteria in this section. The Town's evaluation criteria may include consideration of the information required in this RFP and the following factors:

- A. ability to meet set standards;
- B. availability of qualified personnel;
- C. compensation;
- D. expertise of personnel;
- E. financial resources and capabilities;
- F. past contracts with other governmental jurisdictions;
- G. past performance records;
- H. qualifications of Proposer;
- I. references;
- J. technical soundness of proposal;
- K. past history in meeting required time frames; and
- L. approach to work.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide

IT SUPPORT SERVICES

Lauderdale-By-The-Sea RFP No. 20-11-01

Part II –General Information

the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager, the Committee or the Town Commission may request oral presentations from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney. The contract will contain the

IT SUPPORT SERVICES

Lauderdale-By-The-Sea RFP No. 20-11-01

Part II –General Information

following clauses required by Town Code, and all vendors are expected to comply with these requirements:

No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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

End of Part II

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 20-11-01
RFP Forms

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County business tax receipt number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and contact information and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 20-11-01
RFP Forms

12. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

13. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 20-11-01
RFP Forms

RFP Form C
PRICE PROPOSAL FORM

Proposer: _____

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.***

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Project Cost

Instructions: Show the proposed compensation for the activities specified in the scope of work. The compensation may consist of a flat fee, a fixed hourly rate, or any combination thereof. Please explain relevant assumptions used in developing the proposal including the nature and frequency and anticipated duration of planned maintenance activities, estimated time associated with unplanned support activities, etc.

The Total Project Cost SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Additional Services

The Town may have the need for additional services, which may be requested over the initial term of the contract.

Please provide the hourly rate of various staff positions who may do additional work.

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 20-11-01
RFP Forms

Hourly Rates for Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Add rows as necessary	

By: _____

Date: _____

Name: _____

Title: _____

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 20-11-01
RFP Forms

RFP FORM D

Proposer: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period

of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

ADDENDUM No. 1
LAUDERDALE-BY-THE-SEA
RFP 20-11-01
IT SUPPORT SERVICES

We have received the following questions, which is reprinted below with our response.

1. Whether government is looking for “as needed” IT/Desktop/Network support services? OR government is open for hybrid (1 FTE onsite and additional remote support) support services
Yes, we are fine with remote support in situations that do not require an onsite visit.
2. Is there any company providing similar type of services? If yes, please provide company name and annual contractual amount (average).
Giaspace is our current Managed Service Provider. Our annual contract is \$30,000.
3. Total number of USERS (contractors & employees) that can request support?
25
4. Total number of workstations throughout the Town?
25
5. How many users will be supported throughout the entire organization?
25
 - How many 3rd party users require full or limited support?
None
6. What are your Service Level Agreement (SLA) expectations for each for each level of support? E.g., tier 3 help desk support response time 8 hours, full resolution 72 hours, etc.
Standard SLA is expected.
7. Please provide a network infrastructure map.
We will not provide one.
8. Are there any existing service contracts for software/hardware that the awarded vendor must manage/support?
No

ADDENDUM No. 1
LAUDERDALE-BY-THE-SEA
RFP 20-11-01
IT SUPPORT SERVICES

9. Does the Town of Lauderdale by the Sea have any data or network infrastructure hosted in the cloud or colocation? E.g., Microsoft Azure, AWS, etc?

The Town houses all their servers locally and not in a colo or cloud provider. The Town does use Cloud services for Email, Off-site Backups, and Cyber prevention. Assuming a new provider is chosen, they will need to transfer the email system to their account and provide their own Offsite Backups and Cyber prevention solution.

10. What is the Town of Lauderdale by the Sea's broadband network speed delivered from the ISP?

We have AT&T Fiber Optic Service.

11. Are we supporting anyone else besides the Town of Lauderdale by the Sea's town hall?

No. Please understand that Municipal Services and Development Services are in different (adjacent) buildings.

12. E.g., police/fire departments located at different sites. If so, please advise of supported sites outside of town hall.

Police and Fire have systems separate from the Town and are not part of this RFP.

13. As related to RFP No. 20-11-01 for IT Services, the insurance requirements list Ransomware Insurance but don't include the required limits. Could you please let me know?

Negotiable. We suggest you propose an amount.

14. Does the Town have an estimate of how many help desk tickets are handled annually?

No

15. How long is the Town expecting the period of performance to be?

3 year contract with option to extend two years.

16. What is the Town's budget for this contract?

\$30,000

17. Can the Town provide last year's amount of award?

\$30,000

18. Total number of laptops?

10

19. Total number of tablets full support (Windows, MAC OS)

10

20. Total number of tablets light support (Apple iOS, Chrome OS)

10

21. Total number of virtual services?

None

ADDENDUM No. 1
LAUDERDALE-BY-THE-SEA
RFP 20-11-01
IT SUPPORT SERVICES

22. *Is Acronis Cloud an image base backup solution?*

The Town does not use Acronis Cloud

ADDENDUM No. 2
LAUDERDALE-BY-THE-SEA
RFP 20-11-01
IT SUPPORT SERVICES

We have received the following questions, which is reprinted below with our response.

1. Are backups regularly tested?

No

2. Is VOIP support required

No

3. Does the customer want the ISP contracts managed and monitored?

No

4. Is this support for the Office productivity suite, browsers?

No

5. What are the make/model/number of local and networked printers? how many are owned vs. leased?

The Town has 3 copiers under separate agreement

6. Does the customer require onsite personnel on a routine basis (weekly, monthly?)

No

7. Please identify and specify which state contracts and the currently used purchasing vehicle?

N/A

8. Who maintains the server hardware?

The MSP

9. How many devices (switches, routers, firewalls, WAP's, ISP circuits?)

There are 2 ISP circuits (AT&T & Comcast as backup), 4 Main switches, 2 Meraki Firewalls and 6 Access Points

10. Does the \$30,000 budgeted for the MSP contract include all services?

No, there are additional costs for e-mail, cybersecurity and offsite backup services that amount to about \$1,700 per month. The Town is only requesting that firms responding to the RFP submit bids that solely address the services provided by the MSP.

February 20, 2024

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, FL 33308

Re: Letter of Transmittal for Lauderdale-by-the-Sea RFP No. 20-11-01

Dear Town Clerk:

GiaSpace is pleased to present its offer in response to RFP # 20-11-01 to provide the Town of Lauderdale-By-The-Sea with IT Services consisting of: Server, Network, Desktop Support, and Virtual CIO services. We appreciate the opportunity to re-bid on these services. The past 12 years have allowed us to become familiar with your IT infrastructure as well as with your staff members. Our hallmarks are outstanding performance and pricing which is fair and equitable to the town.

Should you require clarification or additional information for any component of this proposal, we would be happy to do so.

The following is the name, title and contact information of the individual authorized to negotiate this contract with the town in connection with this requirement:

Robert Giannini, President
GiaSpace
6278 N Federal Hwy
Suite 400
Fort Lauderdale FL, 33308
954.255.1757

Upon review of the solicitation, we understand that the Town is seeking a provider to manage their three servers comprising of their LAN, their firewall, their backups, as well as general day to day support services which can include software, hardware, account maintenance etc. GiaSpace also understands the Town needs network and desktop support.

Through GiaSpace's proven operations model, we successfully customize and deliver managed services solution that are cost effective. We dedicate a team of IT professionals to monitor, manage and supplement (or replace) internal IT departments. Providing a consistent team ensures you know GiaSpace understands your unique environment and complexities. IT services for any company becomes the backbone of the organization. We take every client and project with the upmost importance. Our operations model demonstrates our commitment. Based on your requirements and desires, our dedicated team can work on site or off site or any combination based on your comfort level.

Our Managed IT Services solution will include Server Management/ Monitoring and Proactive support with Server Antivirus for the following three servers covered:

- LBTs-HYPERV / Hyper V Host / BDC: Microsoft Windows Server 2016 Std
- FIN-DEV / Finance Server Microsoft Windows Server 2016 Std
- CLERK-SBS: DC: Microsoft Windows Server 2012 Std

In addition to the services required by the RFP, these are the services offered by GiaSpace:

Server Management is defined as: ✓ Microsoft Patch Management ✓ Event Log Monitoring ✓ Log File Maintenance ✓ Drive Space Monitoring ✓ Printer Setting Management ✓ Active Directory Password Control ✓ Active Directory Maintenance ✓ Exchange (email) Maintenance and Administration ✓ User Account Maintenance ✓ File Sharing Permission Administration ✓ Server Maintenance – routine cleanup and monitoring ✓ Security Administration ✓ Virus Definition & Prevention ✓ Backup Monitoring ✓ Restoration of files and folders from back-ups ✓ Recommendation of necessary software and hardware upgrades ✓ Managed onsite Backups - Antivirus & Malware Subscription	Network Management is defined as: ✓ ISP Management ✓ VPN Management ✓ Traffic Monitoring ✓ Firewall Management ✓ Establishment of a Management Console ✓ Changes needed by Vendors	Desktop Support ✓ Operating System Patch Management and Proactive Tasks ✓ Antivirus & Malware Subscription ✓ Hardware and Software technical support including PC Hardware installation ✓ Personnel movement technical support, ✓ Printer local and network support ✓ Managed support has 24/7 monitoring	Additional Services ✓ Provide Quotes for Equipment, various desktop software using state contracts ✓ Cyber security Package services ✓ Vendor Management and Printer Troubleshooting
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Additionally, at no additional cost to Lauderdale-by-the-Sea, GiaSpace will provide our Vendor Management and basic printer troubleshooting as well as our Cybersecurity package which includes User Awareness Training. We hold these prices for this requirement valid for 120 days from the time of submission specified on the RFQ, 2:00 PM EST, 15 December 2020.

We thank you again for the opportunity to participate in the proposal and look forward to your evaluation and comments.

Respectfully,

Robert Giannini
President

Town of Lauderdale-By-The-Sea
Town Clerk
4501 N. Ocean Drive
Lauderdale-by-the-Sea, Florida 33308

IT Support Services

Request for Proposal: 20-11-01

Submitted on February 20, 2024 by:



GiaSpace Inc
Contact: Robert Giannini
6278 N Federal Hwy
Suite 400
Fort Lauderdale FL, 33308
Local 954-255-1757
Toll Free 866-GIA-SPCE

GiaSpace Proprietary

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Organization Profile and Qualifications

GiaSpace is a local South Florida Information Technology Solution Provider with over 17 years of experience providing quality IT services. We offer knowledgeable and courteous customer service. When you contact GiaSpace, you will find our service delivery to be seamless, predictable, proactive, and professional.

Size:

We have a staff of 8 full time employees.

Services we offer

- Managed IT Services
- Cloud Services
- Voice over IP (VoIP)
- PC/Servers/Network Installations
- Managed Offsite Backups
- Product Procurement
- Cloud Services
- Cybersecurity Training and Management
- Virtual CIO
- Network Audits and Risk Assessments
- Project Management
- Cybersecurity Maturity Model Certification (CMMC) Compliance Preparation

Here are some of the benefits GiaSpace Managed IT Solution's provides:

- First line IT helpdesk for local and remote users
- Monitoring and alerting on all your major systems
- Full security management
- Server management
- Proactive maintenance
- Manageable budget

GiaSpace's Similar Contract Experience:

Contract	Contract Description
Lauderdale by the Sea – IT Support Services	<u>Provide full MSP services including:</u> Server Management Microsoft Patch Management Event Log Monitoring Log File Maintenance Drive Space Monitoring Printer Setting Management Active Directory Password Control Active Directory Maintenance Exchange (email) Maintenance and Administration User Account Maintenance File Sharing Permission Administration Server Maintenance – routine cleanup and monitoring

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	Security Administration Virus Definition & Prevention Backup Monitoring Restoration of files and folders from back-ups Recommendation of necessary software and hardware upgrades Managed onsite Backups Antivirus & Malware Subscription Network Management is defined as: ISP Management VPN Management Traffic Monitoring Firewall Management Establishment of a Management Console Changes needed by Vendors Desktop Support Operating System Patch Management and Proactive Tasks Antivirus & Malware Subscription Hardware and Software technical support including PC Hardware installation Personnel movement technical support, Printer local and network support Managed support has 24/7 monitoring
Alternative Home Healthcare -	<u>Provide full MSP services including:</u> Server Management Microsoft Patch Management Event Log Monitoring Log File Maintenance Drive Space Monitoring Printer Setting Management Active Directory Password Control Active Directory Maintenance Exchange (email) Maintenance and Administration User Account Maintenance File Sharing Permission Administration Server Maintenance – routine cleanup and monitoring Security Administration Virus Definition & Prevention Backup Monitoring Restoration of files and folders from back-ups Recommendation of necessary software and hardware upgrades Managed onsite Backups Antivirus & Malware Subscription Network Management is defined as: ISP Management VPN Management Traffic Monitoring Firewall Management Establishment of a Management Console Changes needed by Vendors

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	Desktop Support Operating System Patch Management and Proactive Tasks Antivirus & Malware Subscription Hardware and Software technical support including PC Hardware installation Personnel movement technical support, Printer local and network support Managed support has 24/7 monitoring
MedTrust, LLC	<u>Provide full MSP services including:</u> Server Management Microsoft Patch Management Event Log Monitoring Log File Maintenance Drive Space Monitoring Printer Setting Management Active Directory Password Control Active Directory Maintenance Exchange (email) Maintenance and Administration User Account Maintenance File Sharing Permission Administration Server Maintenance – routine cleanup and monitoring Security Administration Virus Definition & Prevention Backup Monitoring Restoration of files and folders from back-ups Recommendation of necessary software and hardware upgrades Managed onsite Backups Antivirus & Malware Subscription Network Management is defined as: ISP Management VPN Management Traffic Monitoring Firewall Management Establishment of a Management Console Changes needed by Vendors Desktop Support Operating System Patch Management and Proactive Tasks Antivirus & Malware Subscription Hardware and Software technical support including PC Hardware installation Personnel movement technical support, Printer local and network support Managed support has 24/7 monitoring

GiaSpace Point of Contacts for the Town of Lauderdale By the Sea:
The team is comprised of experienced engineers:

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Team Member	Role Defined
Robert Giannini, IT Director Supervisor for this Contract (Estimated percentage 2%)	Robert is a highly qualified engineer, with over 15 years of experience. He is result-oriented and an effective leader with depth technical knowledge. Robert has worked with major corporations such as HP, Compaq, Smith Barney, SunTrust, WSVN (Channel 7) to name a few. He specializes on migrations, virtualization solutions, VoIP Solutions and helps assist IT departments achieve technical productivity. As the primary supervisor for this proposal, Robert will assess your infrastructure and provide you with the best practice solutions for your organization.
Serdar Sirin Sr Engineer Main Contact (Estimated percentage 65%)	Serdar has specialized on Server management. He will be assigned to your account to manage and maintain your servers and network infrastructure and will be the main contact for this proposal.
Patrick Bowe Desktop Support Helpdesk (Estimated percentage 35%).	Patrick has extensive experience with helpdesk support, he has worked for companies with over 150 users. He will be responsible for ensuring the service requests are dispatched properly and will assist with day-to-day technical issues from end desktop users. He will work closely with the Sr. Engineer throughout the contract duration.

Documentation Indicating GiaSpace is authorized to do business in Florida

**Electronic Articles of Incorporation
For**

GIASPACE INC

P17000011075
FILED
February 01, 2017
Sec. Of State
ndmccleessam

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:
GIASPACE INC

Article II

The principal place of business address:
6550 N FEDERAL HWY
STE 300
FT LAUDERDALE, FL. 33308

The mailing address of the corporation is:
6550 N FEDERAL HWY
STE 300
FT LAUDERDALE, FL. 33308

Article III

The purpose for which this corporation is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:
100

Article V

The name and Florida street address of the registered agent is:
ROBERT GIANNINI
6550 N FEDERAL HWY
STE 300
FT LAUDERDALE, FL. 33308

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ROBERT GIANNINI

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA: GIASPACE INC **Receipt #:** 329-285902
Business Name: GIASPACE INC **Business Type:** ALL OTHERS (COMPUTER SERVICES)
Owner Name: GIASPACE INC **Business Opened:** 07/01/2017
Business Location: 2419 E COMMERCIAL BLVD STE 200 **State/County/Cert/Reg:**
 FT LAUDERDALE **Exemption Code:**
Business Phone: 9542551757

Rooms	Seats	Employees	Machines	Professionals		
		7				
	For Vending Business Only					
	Number of Machines:		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

GIASPACE INC
 2419 E COMMERCIAL BLVD STE
 200
 FORT LAUDERDALE, FL 33308

Receipt # WWW-19-00190920
Paid 07/03/2020 81.00

2020 - 2021

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

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For Vending Business Only						
Number of Machines:			Vending Type:			
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81.00	0.00	0.00	0.00	0.00	0.00	81.00

Receipt # WWW-19-00190920
Paid 07/03/2020 81.00

Resumes of Technical Personal Assigned to this Contract

Robert Giannini – Strategic Technology Consultant

Contact

9542551757 (Work)
robert@giaspace.com

www.linkedin.com/in/robertgianninigiaspace (LinkedIn)
www.giaspace.com (Company)
RobertGiannini.com (Personal)

Top Skills

Cloud Computing
Managed Services
Windows Server
Cybersecurity

Honors-Awards

Listed on Inc 5000
MSPmentor 501

Robert Giannini

Strategic Technology Consultant at GiaSpace

Summary

Strategic Technology Consultant who works with the SMB markets to align their IT Systems to their Business requirements. Before starting an MSP Business, Robert spent six years as a Field Engineer with Compaq and HP Enterprise comprising of the fortune 100 companies in the South East Territory. After a successful career supporting all types of companies from Solomon Smith Barney to the Department of Transportation, Robert leveraged that experience and now delivers to the SMB markets for their product procurement and IT Services at GiaSpace Inc, which he established in 2005. GiaSpace offers its core services of Project Management, VCIO, Cybersecurity, and IT Management to companies with in-house IT Depts and MSP clients.

Specialties: MSP, MSSP, Cyber Security Prevention, IT Services, Managed Service Providers, Colocation Services, Outsourced Helpdesk, Cloud Computing, VAR, Hardware procurement, VoIP hosted & On Premise, Network Design, and implementation.

Experience

GiaSpace

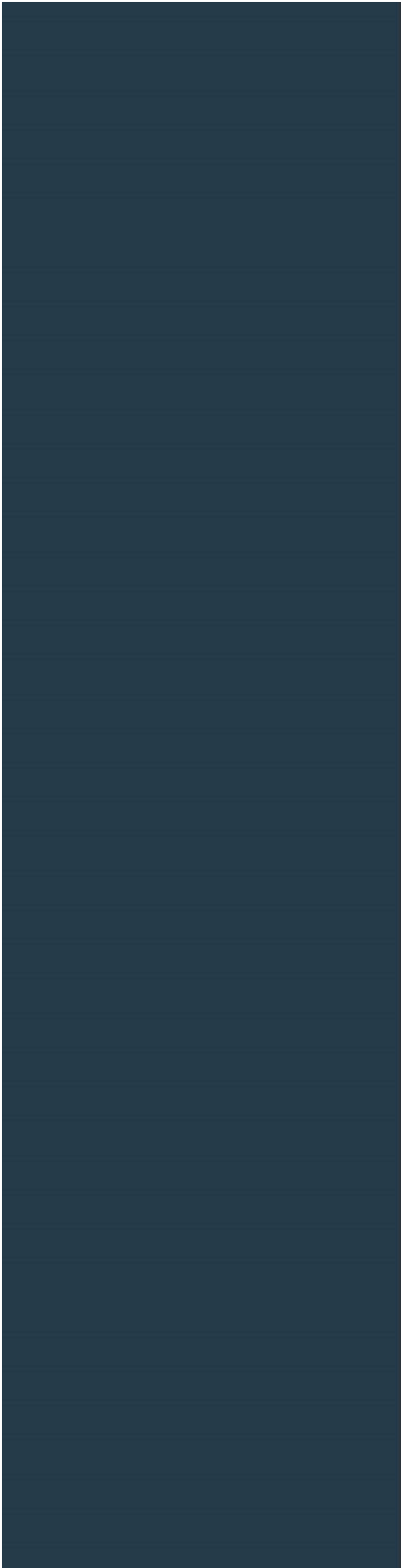
Strategic Technology Consultant – CEO
November 2005 - Present (15 years 2 months) Miami/Fort Lauderdale Area

Strategic Business Consultant with years of experience in IT, and founder of GiaSpace. Advising business owners and CIOs to make technology decisions that are scale for their business.

Compaq

Field Engineer
August 1998 - November 2003 (5 years 4 months)

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HP Solutions

Field Engineer

1999 - 2003 (4 years)

Field Engineer supporting the Miami/Broward/Palm Beaches area.

Education

Pace University-Pleasantville/Briarcliff Campus

BS, Computer Science · (1994 - 1998)

Serdar Sirin – Senior Engineer

SERDAR SIRIN

PROFESSIONAL SUMMARY

Focused Help Desk Analyst with 7 years of experience providing phone, email and chat-based technical support to customers. Accomplished in gathering information from customers and conducting research to resolve complex technical issues. Detail-oriented with support ticket tracking and providing a comprehensive overview of issues and resolution attempts.

SKILLS

- Desktop support
- Technical issues analysis
- Application support
- Logging support tickets
- Customer support
- Proficient in Mac and PC systems
- Technical Support
- Customer service expert
- Data recovery
- TCP/IP
- Customer Service
- MS Office

WORK HISTORY

Senior Engineer, 12/2013 to Current

GiaSpace – Fort Lauderdale, FL

- Logged support tickets and closed when issues were resolved.
- Identified and solved technical issues using variety of diagnostic tools and tactics.
- Assisted customers with troubleshooting issues encountered while using hardware or software, providing actionable tips to resolve problems.
- Led server infrastructure development, quality assurance, staging and production systems.
- Implemented, developed and tested installation and update of file servers, print servers and application servers in all departments.
- Performed system maintenance and upgrades, including patches, service packs, hot fixes and new security configurations.
- Installed, configured, and supported local area network (LAN), wide area network (WAN) and Internet system.

EDUCATION

Bachelor of Arts: Digital Media, 05/2010

University Of Central Florida - Orlando, FL

CERTIFICATIONS

- Comptia Network+ Certification
- Comptia Security+ Certification

Patrick Bowe - Desktop Support Specialist III

Patrick Bowe

West Palm Beach, Florida, United States

Summary

I consider myself very knowledgeable in anything IT/Computer related. I stay up to date with all of the latest forms of technology and I consider myself a very fast learner if I need to be taught anything new. I've gained a lot of my knowledge over the last 15 years or so from my current job position and doing freelance IT/Computer work for friends, family and associates. My Bachelor's Degree in Information Security only reinforces my knowledge of computers and technology.

Experience



Desktop Support Specialist III

GiaSpace

May 2018 - Present (2 years 8 months +)

Supporting Small-Mid size companies with services ranging from Cyber Security Prevention, Server and Network Management and installation, Cloud Services, HIPAA Audits, Triaging Helpdesk tickets for our MSP clients and some onsite installs and troubleshooting.



Systems Engineer

Connections for Business

Nov 2015 - May 2018 (2 years 7 months)

Provide fast and friendly remote technical support to our clients

Support Microsoft Windows desktop technologies

Consult with clients and offer guidance on technology use and best practices

Responsible for detailed documentation and follow-up with clients

Communicate the need for escalation promptly



Technical Support Assistant

Drug Abuse Treatment Association, Inc

Oct 2012 - Nov 2015 (3 years 2 months)

I'm responsible for assisting the director of human resources in technical problems involving computer software and hardware.



Technician

Runbeck Election Services

Sep 2012 - Oct 2012 (2 months)

Temporary job that involved the training and operation of the ballot printing systems. During my short time there, I learned how to use and troubleshoot a laser printer.



Web Designer

Jet Connections Corp.

Patrick Bowe - page 1

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Nov 2010 - Dec 2010 (2 months)

I developed Jet Connections a website, but I was no longer needed after it was completed. It was live for 2 years, but they have since moved on to a new site.



Restaurant Employee

Bohemian Garden Seafood and Steakhouse

Dec 2004 - Jul 2010 (5 years 8 months)

I was responsible for the daily "breakouts" and preparation of salads and desserts. I also helped associates of mine and restaurant "regulars" with PC/Tech problems and questions, after they learned I was very knowledgeable with PCs and anything tech related.

Education



Florida Atlantic University

Business Administration, Management Information Systems Security

2006 - 2010



Palm Beach Community College

Associate of Arts, General Education

2002 - 2006

Licenses & Certifications



CompTIA Security+ ce Certification - CompTIA

Issued Oct 2020 - Expires Oct 2023

Skills

Active Directory • Citrix • Voice over IP (VoIP) • IP Cameras • Microsoft Exchange • Troubleshooting
• Printers • Technical Support • Microsoft Office • Windows

Patrick Bowe - page 2

RFP FORM A

Proposer: GiaSpace

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

- 1.1. The correct and full legal name of the Proposer is: GiaSpace Inc
- 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
- 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Robert Giannini - Sole Officer of the Corporation

2. Please describe your company in detail.

GiaSpace is a result-oriented company that offers Managed Information Technology Solutions. We provide maintenance, service, and support for all your IT systems. Our solutions simplify the technical experience and removes the complexity and minimize your risk. From hardware to software, both locally and hosted in the cloud, taking responsibility for making it work seamlessly. Our goal is to contain your costs while delivering superior services. We dedicate a team of IT professionals to monitor, manage and supplement (or replace) internal IT departments. Our professionals can work on site or off site based on your needs.

3. The address of the principal place of business is:

**6278 N Federal Hwy
Suite 400
Fort Lauderdale FL, 33308**

4. Company telephone number, fax number and e-mail addresses:

**Phone: 954.255.1757 ext. 201
Email: Robert@Giaspace.com
Website: www.GiaSpace.com**

5. Number of employees: **GiaSpace has 8 full time employees**

6. Name of employees to be assigned to this Project:

**Robert Giannini – Strategic Technology Consultant
Serdar Sirin - Sr Engineer
Patrick Bowe - Desktop Support Specialist III**

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7. Company identification numbers for the Internal Revenue Service:
30-0967574
8. Provide Broward County tax receipt number, if applicable, and expiration date:
Tax Receipt Number: 329-285902
Expiration: September 30, 2024.
For a copy of our Broward County Tax Receipt please see below
9. How many years has your organization been in business? Does your organization have a specialty?
GiaSpace has been in Business since 1998, we specialized in IT Managed Services as well as Cloud hosted Services.

10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed.

Project/Contract	Firm	Duration	Cost	Renewed
Managed IT Support Services		7 years		Yes
Managed IT Support Services		years		Yes
Managed IT Support Services		9 years		Yes

11. Have you ever failed to complete any work awarded to you? If so, where and why?

No, we have always completed successfully all work awarded to us.

12. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
FULL MSP & CLOUD			04/30/2021	93%
FULL MSP & CLOUD			11/30/2023	1%
FULL MSP & CLOUD			08/31/2023	8%
FULL MSP & CLOUD			12/30/2021	67%

13. Provide the following information for any subcontractors you will engage if awarded the contract.

Name of Project	Address	Work to be Performed
N/A	N/A	N/A

The foregoing list of subcontractors may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP FORM B

Proposer: GiaSpace

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Proposer guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: Bob Foster, Fast Forward Accounting
Title of Contact: CEO
Telephone Number: 954-640-4206 Fax Number 954-640-4236

2. Name of Contact: Patrick McNiff, WSVN
Title of Contact: News Operations Manager
Telephone Number: 954-486-8181 X 109 Fax Number 954-357-2292

3. Name of Contact: Keren McLendon, Medtrust
Title of Contact: CEO
Telephone Number: 405-840-3711

RFP FORM C

Proposer: GiaSpace

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: GiaSpace

Name of authorized representative of Proposer: Robert Giannini

PROPOSAL FOR IT SUPPORT

“Technical Support” is defined as technical advice and remote/onsite diagnosing and troubleshooting of computer related issues pertaining to the installation, configuration and troubleshooting of most commonly available applications, operating systems, platforms, and devices (collectively referred to as “Supported Systems”). Support will be provided by a GiaSpace technical (hereafter “Technician”) by telephone, email, remote or onsite.

Technical support from 8:00am-5:00pm

Mon-Fri, with 24X7 Server and Network Monitoring w/ Proactive coverage. Any service needed after hours will require authorization from the customer and will be billed separately.

After reviewing the requirements presented by the Town of Lauderdale-By-The-Sea, we would like to present the following proposal:

Renewal the existing MSP Agreement is offered at the same rate of \$2,500 a month with additional services added at no cost to the Town of Lauderdale by the Sea. Please see below the breakdown.

All-inclusive Managed IT Services

Managed IT Services Bundle

\$2,500.00 a month

Services Included:

Managed IT Services

Server Management

Server Management/ Monitoring and Proactive support with Server Antivirus

Servers covered:

- LBTS-HYPERV / Hyper V Host / BDC: Microsoft Windows Server 2016 Std
- FIN-DEV / Finance Server Microsoft Windows Server 2016 Std
- CLERK-SBS: DC: Microsoft Windows Server 2016 Std

Server Management is defined as:

- Microsoft Patch Management

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- Event Log Monitoring
- Log File Maintenance
- Drive Space Monitoring
- Printer Setting Management
- Active Directory Password Control
- Active Directory Maintenance
- Exchange (email) Maintenance and Administration
- User Account Maintenance
- File Sharing Permission Administration
- Server Maintenance – routine cleanup and monitoring
- Security Administration
- Virus Definition & Prevention
- Backup Monitoring
- Restoration of files and folders from back-ups
- Recommendation of necessary software and hardware upgrades
- Managed onsite Backups Antivirus & Malware Subscription

Network Management is defined as:

- ISP Management
- VPN Management
- Traffic Monitoring
- Firewall Management
- Establishment of a Management Console
- Changes needed by Vendors

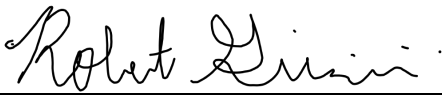
Desktop Support

- Operating System Patch Management and Proactive Tasks
- Antivirus & Malware Subscription
- Hardware and Software technical support including PC Hardware installation
- Personnel movement technical support,
- Printer local and network support
- Managed support has 24/7 monitoring

Additionally, GiaSpace will provide Lauderdale-by-the-Sea with the following services at no additional cost:

- Vendor Management and Printer Troubleshooting
- Verify disaster recovery and emergency operations related activity
- Cybersecurity Package

Hourly Rates for Additional Work	
Title	Hourly Rate
Non-contract work	125.00
After hours work – Emergency	150.00

By: 

Name: Robert Giannini

Title: CEO

Date: 2/20/2024

RFP FORM D

Proposer: GiaSpace

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

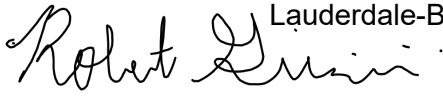
A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

GiaSpace Inc
Name of Business

IT SUPPORT SERVICES

Lauderdale-By-The-Sea RFP No. 20-11-01

By:



Signature

Robert Giannini, CEO

Print Name and Title

6278 N Federal Hwy. Ste 400 Ft

Lauderdale, FL 33308

Mailing Address

1 Experience

GiaSpace has been providing Managed IT services to the local market for over 17 years. Our technical experience in the commercial market has been tailored to the needs of our clients as technology has evolved. We have found that implementing managed services has been cost effective and efficient for our customers than delivering time and material work. We set each customer up within our helpdesk to manage SLA and issue tracking. This allows us to concentrate on customer service. We install software agents on the equipment we manage to perform proactive care rather than firefighting. This has reduced downtime from infected machines to failed hardware considerably. Within our agent we also deploy uniform antivirus and antimalware to each desktop and server. GiaSpace services customers quickly and efficiently via remote support. If remote support cannot resolve an issue, dispatch sends a tech onsite. In some cases, we have contracts with hot spares, where we swap the unit needing service with a spare pc till the defective unit is repaired. This has allowed us to have a fast turnaround on repair and the customer is not down while unit is in for repair. GiaSpace is regularly tapped from existing IT departments to assist on special projects that fall outside their bandwidth. We focus on building relationships and delivering excellent customer service. We measure our results by referrals and completed surveys by our customers.

Towns and Cities Serviced by GiaSpace:

- Lauderdale-by-the-Sea, FL (services provided for 8 years)
- Parkland, FL (Performed IT Services Project)

2 Testimonials from some of our customers:

***Please note that Response rate is the response of our customers to our surveys**

Lauderdale by the sea:

Client Satisfaction Report

01 Jan 2020 to 30 Nov 2020

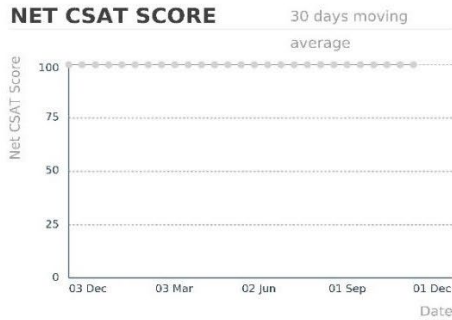
Town of Lauderdale-by-the-Sea



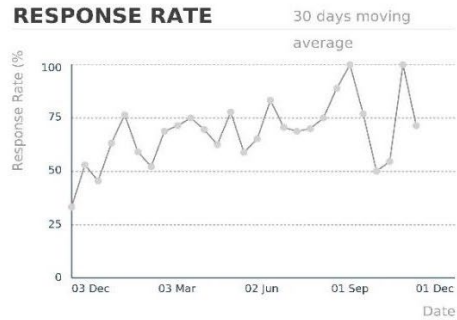
KEY METRICS



NET CSAT SCORE



RESPONSE RATE



REVIEWS WITH COMMENTS

- 25 Nov 2020 on ticket #116190 - SPAM
Susan Leven: Quick service.
- 10 Nov 2020 on ticket #115837 - System for Award Management (SAM) email server TLS 1.2 requirement
Lucila Lang: Great job as always.....
- 16 Oct 2020 on ticket #115108 - citrix files
Lisa Slagle: Patrick!
- 14 Oct 2020 on ticket #115035 - TASK
Lucila Lang: I love this team. They are always on top of it all. Thank you for being so efficient.
- 16 Sep 2020 on ticket #114140 - Spam
Susan Leven: excellent as always
- 04 Sep 2020 on ticket #113638 - Surface Pro
Lucila Lang: GiaSpace is a fabulous company to work with. They are extremely knowledgeable, efficient and responsive. I am very happy to have them as part of our team.



01 Jan 2020 to 30 Nov 2020 Town of Lauderdale-by-the-Sea

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10 Dec 2020

IT SUPPORT SERVICES

Lauderdale-By-The-Sea RFP No. 20-11-01

-  **19 Aug 2020** on ticket #113202 - Quick update to discoverlbs
Debbie Hime: You guys can fix ANYTHING! I have a unique problem with one singular client receiving my emails as win.dat and Sedar immediately figured it out. Both my client I thank you!
-  **14 Jul 2020** on ticket #112399 - Second Monitor not Working
Debbie Hime: Patrick's patience is exceptional! lol
-  **29 Jun 2020** on ticket #112018 - E-mail Issues
Susan Leven: Quick and painless.
-  **23 Jun 2020** on ticket #111865 - New Computer
Debbie Hime: thanks for the quick response and updates, it is much appreciated!
-  **15 Jun 2020** on ticket #111699 - LBTS - adobe edit permission
Lisa Slagle: because it was good....
-  **15 Jun 2020** on ticket #111692 - Spam Email
Susan Leven: Quick service, quick resolution.
-  **10 Jun 2020** on ticket #111550 - Account information for new or modified users
Vicki Eckels: Thanks for your help today Patrick.
-  **08 Jun 2020** on ticket #111489 - Sara's P.C.
Lucila Lang: Amazing team....
-  **28 May 2020** on ticket #111197 - Combining Adobe files
Susan Leven: Quick and helpful even during a pandemic.
-  **26 May 2020** on ticket #111102 - Sophos Encryption Message keeps popping up
Ken Rubach: Patrick was great as always!
-  **26 May 2020** on ticket #111101 - Encryption Messaging Popping Up
Lucila Lang: Always a great experience with this team....
-  **04 May 2020** on ticket #110548 - Phishing E-mail
Susan Leven: Quick and efficient response as always!
-  **29 Apr 2020** on ticket #109844 - Surface Pro
Lucila Lang: Amazing!!!!!!!
-  **17 Apr 2020** on ticket #110219 - Finance Department E-mail
Lucila Lang: Amazing as always.....thank you so much....
-  **09 Apr 2020** on ticket #109952 - Remote Connection Not Working
Steve D'Oliveira: You guys are awesome!
-  **03 Apr 2020** on ticket #109761 - Remote Printing Issue
Lucila Lang: You guys are all truly amazing.....thank you for always exceeding our expectations..... Enjoy your weekend and be safe.....
-  **01 Apr 2020** on ticket #109715 - Assistance with Connecting from Home
Linda Connors: Patrick assisted immediately and was able to correct my issue in a courteous manner.



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IT SUPPORT SERVICES

Lauderdale-By-The-Sea RFP No. 20-11-01

-  **30 Mar 2020** on ticket #109636 - laptop computer for LBTS
Lisa Slagle: always great
-  **27 Mar 2020** on ticket #109565 - Slack invitation
Lucila Lang: You guys are amazing....THANK YOU!!!!!!!!!!
-  **23 Mar 2020** on ticket #109338 - Working from Home
Lucila Lang: Always a great and very positive experience when working with this team. You guys are all amazing. Thank you....
-  **19 Mar 2020** on ticket #109215 - Need Remote Access Setup on Surface Laptop
Susan Leven: You all have really helped to take some of the stress out of what is an extremely stressful situation. Thank you.
-  **19 Mar 2020** on ticket #109088 - Instant Messaging
Lucila Lang: GiaSpace has an amazing team. Thank you for always taking such good care of the Town; I really appreciate it.
-  **17 Mar 2020** on ticket #109107 - ACCESS TO FOLDER UNDER U-DRIVE
Terry-Ann Boyd-Reynolds: My issue was handled with expedience and resolved.
-  **19 Feb 2020** on ticket #108250 - Spam Email
Susan Leven: Problem addressed quickly.
-  **10 Feb 2020** on ticket #108002 - Possible spam
Susan Leven: Quick response and resolution.
-  **03 Feb 2020** on ticket #107820 - Needs calendar assistance
Susan Leven: I can now see my work calendar on my phone. Thank you.
-  **03 Feb 2020** on ticket #107819 - 259 TROPIC DRIVE
Susan Leven: Quick and painless, as always.
-  **21 Jan 2020** on ticket #107471 - Monitor is acting quirky
Susan Leven: Great service, as always.
-  **07 Jan 2020** on ticket #107056 - Conflict between label printer & default printer
Susan Leven: I had an issue, I called, it was fixed. All in less than 15 minutes.
-  **02 Jan 2020** on ticket #106922 - spam
Building Official: Quick and easy



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10 Dec 2020

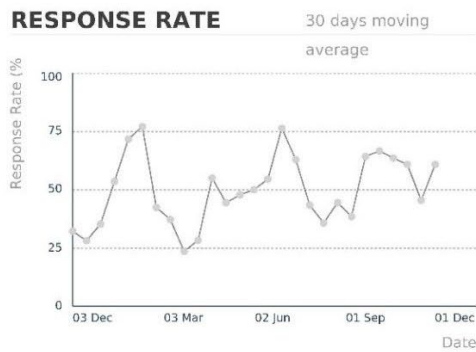
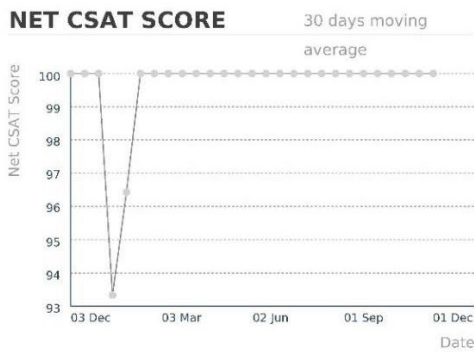
IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 20-11-01

ECI Pharmaceuticals, LLC

Client Satisfaction Report
01 Jan 2020 to 30 Nov 2020
ECI Pharmaceuticals



KEY METRICS



REVIEWS WITH COMMENTS

- 30 Nov 2020** on ticket #116056 - Optimize Laptop; WiFi Issues
Ira Crawford: Patrick is great, he was proactive and did whatever he could to help with my problem!
- 21 Oct 2020** on ticket #115234 - Setup PC
Miguel Anos: The technical support was satisfactory good.
- 20 Oct 2020** on ticket #115226 - Customer service portal password reset request
Pati Rice: GiaSpace's response rate is awesome!
- 06 Oct 2020** on ticket #114743 - Out of Memory Error when Saving Word Document
Tess Crawford: Excellent and very knowledgeable
- 23 Sep 2020** on ticket #114340 - Digital Signature
Tamara Solomon: Patrick was helpful always.
- 23 Sep 2020** on ticket #114337 - Computer issues
Low Soars Jr.: Very quick response time. Display problem fixed. Computer is still running very slow (which wasn't the case until yesterday), but getting a replacement computer might be the only solution. Thank you.



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IT SUPPORT SERVICES

Lauderdale-By-The-Sea RFP No. 20-11-01

-  **10 Sep 2020** on ticket #113947 - GRM sFTP Credentials
Tess Crawford: Excellent
-  **09 Sep 2020** on ticket #113919 - Need to set up a zoom meeting using someone else account it keeps picking up my account that is limi
Amelia Rocher: It was great.
-  **03 Sep 2020** on ticket #113793 - Paint.Net App Update.
Marcos Gabriel: Immediate response. Thanks!!
-  **27 Aug 2020** on ticket #113524 - My Laptop is running slow
Nirali Bhatt: Thanks excellent
-  **25 Aug 2020** on ticket #113465 - Access to Document Control BioRamo folder
Tess Crawford: Excellent customer service
-  **20 Aug 2020** on ticket #113349 - Need help set up the scanner to my laptop. Working from work computer using my personal printer/scan
Amelia Rocher: Pat did a great job.
-  **03 Aug 2020** on ticket #112818 - VPN Problems
Lew Soars Jr.: Great response time and quick resolution.
-  **30 Jul 2020** on ticket #112751 - Temp profile loading on desktop
Tess Crawford: Excellent job
-  **28 Jul 2020** on ticket #112690 - Setup ECI email on Surface
Ivan Deras: Very satisfied with the quick service Thanks, Ivan Deras
-  **24 Jul 2020** on ticket #112615 - Set Adobe Reader as Default
Tess Crawford: Excellent
-  **21 Jul 2020** on ticket #112564 - iPhone email setup instructions
Marcos Gabriel: Prompt response! thanks
-  **20 Jul 2020** on ticket #112488 - GRM sFTP Credentials
Tess Crawford: Excellent
-  **13 Jul 2020** on ticket #112365 - Unable to Locate Folder
Tess Crawford: Excellent
-  **09 Jul 2020** on ticket #112320 - Email Access
Sherainne Hemmans: Fast response and resolution. Thanks!
-  **08 Jul 2020** on ticket #112297 - VPN Issues
Lew Soars Jr.: Extremely quick response, with an effective solve of the problem!
-  **06 Jul 2020** on ticket #112239 - Admin Credentials Prompt
Michael Wood: great service and fast, even during lunch hour.. thanks...
-  **29 Jun 2020** on ticket #112037 - Can you let us know when SAP is back up and Running?
Amelia Rocher: Thank you.



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IT SUPPORT SERVICES

Lauderdale-By-The-Sea RFP No. 20-11-01

-  **23 Jun 2020** on ticket #111855 - Emails
Sherainne Hemmans: Quick and effective resolution.
-  **18 Jun 2020** on ticket #111764 - Can you call
Frank Aguilar: Mr Serin Excellent Thank you
-  **15 Jun 2020** on ticket #111680 - Assistance Recovering File
Raymond Hull: Quick and efficient as always 😊
-  **08 Jun 2020** on ticket #111502 - Update Paint.Net App
Marcos Gabriel: Patrick addressed my request promptly!. Thanks!
-  **28 May 2020** on ticket #111178 - Loss of E-Mails
Lew Soars Jr.: Thank you so much. I'm embarrassed that the problem was one that I created, and I thank you for finding it!
-  **21 May 2020** on ticket #110972 - Outlook prompting for password and mobile.
Lew Soars Jr.: Quick response, and we got the right people on the phone to fix the issue. Thank You!
-  **14 May 2020** on ticket #110770 - Unable to Access P Drive
Dusty Snoeberg: My experience was great because it was resolved very quickly and I was able to access what I needed to.
-  **13 May 2020** on ticket #110732 - File Recovery
Matt Ganey: Very timely response and a great job just like I have experienced EVERY time I have put a service request in with GiaSpace. Thank you again very much -Matt Ganey, ECI Pharmaceuticals
-  **11 May 2020** on ticket #110682 - Error When Opening or Renaming Files
Tess Crawford: knowledgeable
-  **07 May 2020** on ticket #110605 - Total Control
Lew Soars Jr.: Quick reply, and quick solution. Thanks!
-  **14 Apr 2020** on ticket #110118 - ECI Server not accessible - URGENT
Bob Franks: fast and perfect thx
-  **09 Apr 2020** on ticket #109947 - VPN Setup
Raymond Hull: Quick and efficient as always 😊
-  **08 Apr 2020** on ticket #109890 - Update iTunes
Marcos Gabriel: Prompt response! Thanks
-  **06 Apr 2020** on ticket #109819 - Compatibility Mode
Tamara Solomon: Sedar was patient and knowledgeable.
-  **31 Mar 2020** on ticket #109686 - VPN access
Carol Underwood: Patrick can always fix my problems!!!
-  **25 Mar 2020** on ticket #109470 - Help restoring a deleted spreadsheet
Robert Clark: service is always prompt with polite employees
-  **12 Mar 2020** on ticket #108946 - VPN set up
Robert Clark: Service is always prompt and polite.



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IT SUPPORT SERVICES

Lauderdale-By-The-Sea RFP No. 20-11-01

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Amelia Rocher: Thank you.



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3 Approach to Providing Services

GiaSpace is uniquely qualified to continue to provide services to the town of Lauderdale-by-the-Sea (LBTS). We strive to provide high quality IT services while minimizing the risk to your IT environment. Our approach to providing quality Managed Service Provider (MSP) IT services is based on providing continuous strategic IT assessments, quality remote and onsite help desk services, continuous network and server maintenance and monitoring, as well as ongoing cybersecurity services.

3.1 Strategic IT Assessment

GiaSpace has a thorough understanding of the current LBTS IT environment. We understand that technology evolves over time. It is extremely valuable to step back periodically and evaluate the environment in light of your current business needs and current technologies. GiaSpace continuously performs a comprehensive IT assessment that examines your complete environment and highlights opportunities to improve your IT infrastructure and operations, arming you with the knowledge and context you need to create an effective remediation plan and move forward with confidence

3.2 Helpdesk

As needed, the town of LBTS can open support requests by email or our web portal. Each ticket is assigned a tracking number. All submitted request to the tracking system are acknowledged via email with the tracking number and a link to the request for the user to view or update information regarding the request.

We align our support hours are aligned to standard business operating hours, usually Monday to Friday 8:00 am to 5:00pm. Final support hours are agreed to during contracting.

GiaSpace uses **Remote agents** monitor and manage routine elements of a user's machine. When an event exceeds a designated threshold, it will automatically create a notification in the support system for action by the support team. As needed, our Agents are able to remotely access the affected computer to resolve the issue. Our support falls into three tiers, defined in table 1 below.

Table 1: Support Tiers

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created. The issue is identified, and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2 where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who can collaborate with 3 rd . Party (Vendor) Support Engineers to resolve the most complex issues.

Support Team. Our support team is based in the Fort Lauderdale, FL. GiaSpace provides on-site support, as necessary.

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Warranty, break fixes, and installation: These activities span both the technology strategy and normal IT Operations. Equipment replacement should be part of the normal budgeting cycle to smooth expenditures, and if equipment fails prematurely then working with manufacturers to obtain fixes or replacements is worked into the normal operating tempo. Our staff performs PC repairs if needed and are skilled in using a variety of remote support tools.

Asset Inventory Management: Our Remote Monitoring and Management agents provide asset information which forms the basis for asset inventory. Extensive information from this system is available to manage endpoints. Automated warranty tracking may be available depending on the manufacturer.

3.3 Support Tiers and Escalation

3.3.1 Response and Resolution Times

Depending on the severity of the issue, our follows a prioritization level as found in table 2 below. This itemizes standard Service Level Objectives for response and resolution times for each priority level:

**Depending on the need/contract response time can be adjusted*

Table 2: Response and Resolution Times

Trouble	Priority	Response time (in hours) *	Resolution time (in hours) *	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 2 hours	ASAP – Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP – Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	ASAP – Best Effort	48 hours
Small service degradation (business process can continue, one user affected).	4	within 48 hours	ASAP – Best Effort	96 hours

3.3.2 Request Escalation Procedure

1. Support Request is Received
2. Trouble Ticket is Created
3. Issue is Identified and documented in Help Desk system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support
5. Level 1 Resolution - issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved to Client’s satisfaction
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 1 Support:

8. Issue is escalated to Tier 2 Support or Onsite support if required

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9. Issue is qualified to determine if it can be resolved by Tier 2 Support
10. Level 2 Resolution - issue is worked to successful resolution
11. Quality Control –Issue is verified to be resolved to Client’s satisfaction
12. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 2 Support:

13. Issue is escalated to Tier 3 Support or Onsite support as required
14. Issue is qualified to determine if it can be resolved through Tier 3 Support
15. Level 3 Resolution - issue is worked to successful resolution
16. Quality Control –Issue is verified to be resolved to Client’s satisfaction
17. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 3 Support:

18. Issue is escalated to Onsite Support
19. Issue is qualified to determine if it can be resolved through Onsite Support
20. Onsite Resolution - issue is worked to successful resolution
21. Quality Control –Issue is verified to be resolved to Client’s satisfaction
22. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Onsite Support:

23. IT Manager Decision Point – request is updated with complete details of all activities.

3.4 Network & Server Administration

GiaSpace will manage and maintain all of LBTS’s servers, operating software, and associated hardware such as switches, firewalls, routers, and other security devices. Primary installation and maintenance of printers, network copiers/scanners, etc. Primary maintenance includes regular analysis, routine configuration changes, and installation of patches and upgrades. At a minimum, our Network and Server administration support provides:

Table 3: Network and Server Support Services

Support Area	Service
Server Support	Microsoft Patch Management
Server Support	Event Log Monitoring
Server Support	Log File Maintenance
Server Support	Drive Space Monitoring
Server Support	Printer Setting Management
Server Support	Active Directory Password Control
Server Support	Active Directory Maintenance
Server Support	Exchange (email) Maintenance and Administration
Server Support	User Account Maintenance
Server Support	File Sharing Permission Administration
Server Support	Server Maintenance – routine cleanup and monitoring
Server Support	Security Administration
Server Support	Virus Definition & Prevention
Server Support	Backup Monitoring
Server Support	Restoration of files and folders from back-ups
Server Support	Recommendation of necessary software and hardware upgrades

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Server Support	Managed onsite Backups Antivirus & Malware Subscription
Network Support	ISP Management
Network Support	VPN Management
Network Support	Traffic Monitoring
Network Support	Firewall Management
Network Support	Establishment of a Management Console
Network Support	Changes needed by Vendors

Using our Remote Connect GiaSpace will setup new users and edit or remove existing users in environment, monitor server performance and conduct capacity management with reporting when specified thresholds are reached. Configuration management, including changes, upgrades, patches, etc. Our staff will also provide management of user logins and security, coordinate repair and maintenance work with contracted repair vendors, and ensure repairs are conducted in a timely fashion.

As necessary, our team will escalate alert notifications to designated personnel in the event of failure and provide complete proactive monitoring of network equipment including bandwidth utilization, and other performance indicators, also reporting when specified thresholds are reached. Through our onsite and remote support services, GiaSpace will also provide network performance and capacity management services, and network troubleshooting. Maintain network documentation and procedures.

3.5 Security

GiaSpace is well versed in the existing systems of the town of LBTS. Our team of experts will provide continuous maintenance of virus detection programs on LBTS's servers, email, computers, and laptops. Should a security breach occur, or an audit be requested, our team will perform security audits and notify personnel immediately of suspected breaches of security or intrusion detection.

4 Summary

As the Town of Lauderdale-by-the-Sea's existing MSP IT services experts, GiaSpace will continue to provide the same high level of quality services to all end users. Our experience providing these services to the town of LBTS over the past eight (12) years has allowed us to understand the dynamic between the users and their IT environment. This extensive experience as well as our local presence has enabled us to tailor and perfect our processes for the town of LBTS, which allows for reduced risk of lapse in service and reduces the cost required to transition to a different IT MSP. We believe that our extensive experience, local presence, and cost-effective IT solution that we are the best choice to continue to provide high quality IT support services to the town of Lauderdale-by-the-Sea.

Electronic Articles of Incorporation For

GIASPACE INC

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

GIASPACE INC

Article II

The principal place of business address:

6278 N FEDERAL HWY
STE 400
FT LAUDERDALE, FL. 33308

The mailing address of the corporation is:

6278 N FEDERAL HWY
STE 400
FT LAUDERDALE, FL. 33308

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

ROBERT GIANNINI
6278 N FEDERAL HWY
STE 400
FT LAUDERDALE, FL. 33308

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ROBERT GIANNINI

Article VI

The name and address of the incorporator is:

ROBERT GIANNINI
6278 N FEDERAL HWY
STE 400
FT LAUDERDALE, FL 33308

Electronic Signature of Incorporator: ROBERT GIANNINI

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: COO
ROBERT GIANNINI
6278 N FEDERAL HWY
SUITE 400
FT LAUDERDALE, FL. 33308

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021**DBA:**
Business Name: GIASPACE INC**Receipt #:** 329-285902
Business Type: ALL OTHERS (COMPUTER SERVICES)**Owner Name:** GIASPACE INC**Business Opened:** 07/01/2017**Business Location:** 2419 E COMMERCIAL BLVD STE 20
FT LAUDERDALE**State/County/Cert/Reg:**
Exemption Code:**Business Phone:** 9542551757**Rooms****Seats****Employees**

7

Machines**Professionals**

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

GIASPACE INC

Receipt # WWW-19-001909202419 E COMMERCIAL BLVD STE
200
FORT LAUDERDALE, FL 33308**Paid** 07/03/2020 81.00**2020 - 2021****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

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FT LAUDERDALE**State/County/Cert/Reg:**
Exemption Code:**Business Phone:** 9542551757**Rooms****Seats****Employees**

7

Machines**Professionals**

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

Receipt #WWW-19-00190920
Paid 07/03/2020 81.00

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: GIASPACE INC

Receipt #: 329-285902
Business Type: ALL OTHERS (COMPUTER SERVICES)

Owner Name: GIASPACE INC

Business Opened: 07/01/2017

Business Location: 2419 E COMMERCIAL BLVD STE 200
FT LAUDERDALE

State/County/Cert/Reg:
Exemption Code:

Business Phone: 9542551757

Rooms

Seats

Employees

7

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	20.25	0.00	25.00	126.25

Receipt Fee 81.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

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Mailing Address:

GIASPACE INC
2419 E COMMERCIAL BLVD STE
200
FORT LAUDERDALE, FL 33308

Receipt # WWW-23-00197578
Paid 02/20/2024 126.25

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: GIASPACE INC

Receipt #: 329-285902
Business Type: ALL OTHERS (COMPUTER SERVICES)

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Seats

Employees

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Machines

Professionals

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	20.25	0.00	25.00	126.25

Receipt # WWW-23-00197578
Paid 02/20/2024 126.25