

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, August 27, 2024

6:30 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Edmund Malkoon
Vice Mayor Randy Strauss
Commissioner Richard DeNapoli
Commissioner John A. Graziano
Commissioner Theo Pouloupoulos

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

Regular Town Commission

Tuesday, August 27, 2024, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION by Pauline Brooks McGuinness representing the Bahai Faith**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Suicide Prevention Month Proclamation
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. BSO July 2024 Public Safety Report
 - 7.b. PBFR July 2024 Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
 - 8.b. Visitors Center Quarterly Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for July 9, 2024 and July 23, 2024 meetings
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
 - 12.a. Vacation Rental Update
13. **NEW BUSINESS**
 - 13.a. Special Event Application: Ocean Awareness Market 2024-2025
 - 13.b. Resolution 2024-29: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AN UPDATED FEE SCHEDULE FOR SPECIAL EVENTS, AND OTHER USE OF PUBLIC PROPERTIES, BY AMENDING THE FEES RELATED TO SPECIAL EVENTS, PARK USES, AND STREET PERFORMERS; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE
 - 13.c. RESOLUTION 2024-30: A RESOLUTION OF THE TOWN COMMISSION OF THE

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REVISING THE TOWN OF LAUDERDALE-BY-THE-SEA PAY PLAN TO INCORPORATE NEWLY ESTABLISHED CODE COMPLIANCE POSITIONS; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE REVISED PAY PLAN BY ESTABLISHING TWO NEW POSITIONS AND PAY FRAMEWORK AND ESTABLISHING JOB DESCRIPTIONS; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

13.d. Resolution 2024-31: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH OMNIA PARTNERS & TRAFFIC AND PARKING CONTROL CO., INC. FOR PURCHASE OF PEDESTRIANS CROSSWALK SIGNAGE, UTILIZING THE TERMS AND CONDITIONS OF BARRON COUNTY RFP #2020-200; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

13.e. Resolution 2024-32: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO AMEND THE PURCHASING MANUAL WHEN NECESSITATED BY STATE OR FEDERAL LAW CHANGES; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

14. COMMISSIONER PRESENTATIONS

15. COMMISSIONER COMMENTS

16. ORDINANCES 1st Reading

17. ORDINANCES 2nd Reading

18. RESOLUTIONS – PUBLIC COMMENTS

19. QUASI JUDICIAL PUBLIC HEARINGS

20. 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: August 27, 2024

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Suicide Prevention Month Proclamation

Explanation: A proclamation designating September as "Suicide Prevention Month".

Recommendation: N/A

Exhibits:

1. Suicide Prevention Proclamation

Proclamation

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

WHEREAS, the Town of Lauderdale-By-The-Sea Commission is firmly committed to raising awareness about Suicide Prevention in the Town of Lauderdale-By-The-Sea and Broward County, and

WHEREAS, the month of September is nationally recognized as Suicide Prevention Awareness Month, and

WHEREAS, more than 50,000 Americans died by suicide in 2023, and

WHEREAS, suicide is a national epidemic costing the lives of 6,000 Veterans each year and is a leading cause of death for first responders, and

WHEREAS, suicide is the second leading cause of death for children, adolescents and young adults 10 to 24 years and because of that the American Academy of Pediatrics, the Children's Hospital Association, and the American Academy of Child and Adolescent Psychiatry have declared a national emergency in child mental health, and

WHEREAS, it is critical to recognize the signs of depression that may lead to thoughts of suicide including: speaking about wanting to die, feelings of isolation or hopelessness, increased use of drugs or alcohol, and severe mood swings, and

WHEREAS, it is critical to recognize the best methods to prevent suicide when a person is in crisis: ask if the person is thinking of taking their life; keep them safe and remove their access to lethal means such as poisons, prescription drugs, and firearms; get them professional help. In Florida, dial 988 or call the National Suicide Prevention Lifeline 1-800-273-8255 or text 741741.

NOW, THEREFORE, I, Edmund Malkoon, Mayor, on behalf of the Town Commission and the residents of Lauderdale-By-the-Sea, hereby designates the month of **September** as

"Suicide Prevention Month"

and encourages everyone to recognize the signs of depression that may lead to thought of suicide and to understand the best methods to prevent suicide when a person is in crisis.

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



Edmund Malkoon, Mayor

Katrina Adler, Town Clerk



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: August 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 July 2024 Public Safety Report

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

Recommendation: Accept/Approve

Exhibits:

1. BSO Report July 2024



Date: August 5, 2024

To: Linda Connors
Town Manager

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

Subject: BSO Public Safety Report- July 2024

PERSONNEL CHANGES:

On Friday, July 5, 2024, Sergeant Craig Bachan retired from the Broward Sheriff's Office after 29 years of distinguished service to the residents of Lauderdale by the Sea and Broward County.

Sergeant Keith Gittens was permanently assigned to the Lauderdale by the Sea District on July 13, 2024.

EMPLOYEE OF THE MONTH: Detective Glen Genovese

On February 20th, 2024, Deputies received information from a Registered Nurse case manager at Imperial Point Medical Center and a representative from Affordable Senior Placement of South Florida, regarding a patient they were attempting to place into an assisted living center. While looking through the patient's finances, they found that the patient may have been the victim of theft and fraud by a known business owner. The bank statements were obtained and turned over to Detective Glen Genovese to investigate.

Over the next several months, Detective Genovese began the tedious process of reviewing the numerous pages of bank statements and issuing subpoenas to two banks and a point-of-sale company to compare the numerous charges on the victim's account. Genovese determined that the suspect cashed a total of fourteen (14) checks and made thirty-seven (37) debit card transactions, totaling \$58,773.64 over a period of several months. The suspect also attempted to cash four (4) checks which bounced, one of which was written after the victim had been admitted to the hospital. The victim did not authorize any of these transactions.

On July 20th, 2024, Detective Genovese arrested the suspect, who was charged with Grand Theft, Uttering a Forged Instrument, Fraud/Illegal use of a credit card > \$300, Fraud/Illegal use of a credit card < \$300, and use/possess ID of another without consent.

Due to Detective Genovese's commitment and perseverance to navigate the numerous financial documents associated with this case, he was able to take the suspect into custody and deliver this case to the State Attorney's Office for prosecution. As a result of his efforts and commitment

to serving the community, Detective Genovese was awarded the Lauderdale by the Sea District Deputy of the Month for July 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 .75 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 284.5 miles and 43.5 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Three (3) individuals were experiencing a mental health crises and were Baker Acted. Eight (8) individuals experiencing homelessness were contacted during this period. One individual was issued a Trespass Warning, four individuals refused services, one individual was transported to Veterans Affairs, and two individuals were transported to Henderson Behavioral Health for services.
- **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.

On Thursday, July 4, 2024, the Town of Lauderdale by the Sea celebrated their annual Independence Day Parade. The Broward Sheriff's Office SWAT BEAR Truck, the Broward Sheriff's Office Bomb Unit Command Vehicle, and additional Broward Sheriff's Office vehicles

participated in the parade. The Broward Sheriff's Office Aviation Unit conducted a flyover of the parade. Approximately 31 deputies, CSA's and COP's assisted with vehicular and pedestrian traffic control. Captain Wesolowski and Lt. Sutter participated.

On Thursday, July 4, 2024, the Town of Lauderdale by the Sea held their annual Independence Day Fireworks display. Approximately 33 deputies, CSA's, and COP's assisted with vehicular and pedestrian traffic control. Captain Wesolowski and Lt. Sutter on scene.

On Saturday, July 27, 2024, Homeless Outreach Deputy J. Claudio Reis attended the Community Church Homeless Resource Fair. Deputy Reis distributed BSO pamphlets and brochures containing homeless resources information.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2407-000015 (Deputy Boyian)
DATE/TIME: 07/01/2024 @ 0500
LOCATION: 290 Tropic Drive
SUBJECT: Unk. B/M – First name Sam
VICTIM: Emanni Howard BF, DOB: 03-06-2004
INCIDENT: Battery - Delayed
SUMMARY: Victim resides in the Daytona Beach area and reported that she met up with friends at an Airbnb in LBTs on Sunday night 06/30/24 at 630pm. She claimed several people along with an adult male she met on social media were having a small party inside this location. She retired for the night after drinking and becoming intoxicated. She slept in a bed with the male she knows as Sam next to her. She reported that about 5 am 07/01/24, Sam began to touch the outer part of her clothing around her privates. After this incident, she went back to sleep with Sam next to her, woke up later and left around 11am. She advised she was not penetrated by this subject and reported the incident after telling her mother. She did not know the suspect's full name. No known witnesses.

CASE: 13-2407-000043 (Deputy Boyian)
DATE/TIME: 07/02/2024 @ 2300
LOCATION: 200 Block Commercial Blvd
ARRESTEE: Antwanne Pierce, BM DOB: 08/08/1985
VEHICLE: 2011 Silver Hyundai Sedan
INCIDENT: Felony DWLS/ LPR Hit (Arrest)
SUMMARY: Deputy Boyian was monitoring the Town's LPR system when the listed vehicle passed the Town's LPR system indicating the driver had a suspended D/L. A traffic stop was conducted and a records check confirmed the driver's DL was suspended with a Felony violation. The Subject was arrested and TOT'ed to the Main Jail.

CASE: 13-2407-000089 (Dep. Swadkins)
DATE/TIME: 07/04/2024 @ 1213 hrs.
LOCATION: 218 Commercial Blvd (Billie Jacks)
ARRESTEE: Rikiiy Ellis B/M 9-25-86
VICTIM: Dirk Weston W/M 2-24-63 (Manager-Billie Jacks)
INCIDENT: Battery/Resisting with Violence (Arrest)
SUMMARY: Ellis walked into the outside portion of the restaurant and began to cause a disturbance with patrons. Victim, Weston (kitchen manager) approached him and requested him to leave which escalated into an argument. Ellis then punched Weston in the stomach and scratched his face and neck area. Ellis refused to leave the restaurant until he saw police arrive.

After being detained Ellis began to resist deputies by bracing his body in the doorway. As he continued to resist, he then kicked Deputy Ramcharan in the leg. While at the hospital for medical clearance the arrestee was combative and kicked a Lenovo computer monitor causing extensive damage. He was add charged with Resisting with Violence and Criminal Mischief \$300 in damages.

CASE: 13-2407-000107 (Dep. Figueroa)
DATE/TIME: 07/04/2024 @ 2212 hrs.
LOCATION: 4660 El Mar Dr (The Plunge Hotel)
VICTIM: Samuel Alan Kirstein W/M 7-28-2003 (Employee-The Plunge Hotel)
INCIDENT: Grand Theft (Bicycle)
SUMMARY: Bicycle was locked at the bike rack located on the east side of El Mar Dr by the Plunge Hotel. The. Victim discovered that his electric bike was stolen sometime between 1730 and 2210 hrs. on today's date by an unknown suspect. No witnesses nor surveillance footage was available at this time. The black in color electric bike "Pedego – Avenue" was valued at approximately \$ 2000.00.

CASE: 13-2307-000114 (Roach)
DATE/TIME: 07/05/2024 @ 00:30-02:00 AM
LOCATION: 1 Commercial Boulevard
VICTIM 1: Miraya Carmichael (W/F, 07/24/2001)
VICTIM 2: Selena Jagnanan (W/F, 08/26/2001)
INCIDENT: Theft (Petit)
SUMMARY: The victims advised they were swimming in the ocean at approximately 12:30 AM until approximately 2:00 AM on the north side of the pier. They kept their cell phones and their car keys to their green 2007 Jeep Wrangler in a backpack type bag on the beach. When they exited the water, they realized that the backpack was gone. They did not see anyone take the bag.

CASE: 13-2407-000216 (Deputy Cathcart)
DATE/TIME: 07/08/24 @ 1100 HRS
LOCATION: 238 Bombay Ave
VICTIM: Joanie Starkenberg, W/F, 11/01/57
INCIDENT: Fraud
SUMMARY: Deputy Cathcart spoke with the victim by phone who reported that on July 8, 2024, she received an email from a male subject claiming to be an employee of PayPal. The subject provided a name of "Eric Wilson". The subject scammed the victim into sending him \$15,000 from her Bank of America Investment Account via PayPal.

CASE: 13-2407-0000235 (Deputy Boyian)
DATE/TIME: 7/9/2024 @ 2055 Hrs.
LOCATION: 4228 E. Tradewinds Ave
VICTIM: Eldes Steele (H/F, DOB: 1/7/1978)
INCIDENT: Theft (Grand)
SUMMARY: On 3/11/24 the victim contacted FedEx about a package she did not receive. FedEx informed her the package was delivered on 2/11/24 and she was provided with a digital photo of the package on the steps by the front door of her residence. The package contained pool filter parts valued at \$829. The victim advised that she does not have security cameras at her home. She also checked with her neighbors none of whom had any security footage of the incident.

CASE: 13-2407-000310 (Dep. Swadkins)
DATE/TIME: 7-12-24 1218@ hrs.
LOCATION: 4117 Bougainvillea Dr (1st Floor Catwalk Area)
SUSPECT: Unknown W/M 6' slim, with a tattoo sleeve on his right arm riding a bicycle
VICTIM: Brandon Hill W/M 11-15-91-At Large in Miami Dade County
INCIDENT: Theft (Petit)
SUMMARY: The suspect rode his Ladies Gray Huffy Mountain bike to the listed location. The victim, who was doing maintenance on the building had his bicycle locked to a rail on the first floor-South side of building. At approximately 1200 hours the suspect removed the victims front and rear tires and left north bound. There is full video of the incident, however the victim does not wish to prosecute.

CASE: 13-2407-000315 (Figueroa)
DATE/TIME: 07/12/24 @ 1747 Hrs.
LOCATION: 250 Commercial Blvd #A
SUSPECT: Unknown White Male
VICTIM: Grateful J's
INCIDENT: Retail Theft (Petit)
SUMMARY: A white male suspect entered the Grateful J's Smoke Shop and asked to see two vape inhaler devices. The employee placed the items on the counter and walked away for a moment. When the suspect noticed the employee was not looking, he grabbed both items and walked out without paying for them. The value of both items retailed for \$80.

CASE: 13-2407-000316 (Alvarez)
DATE/TIME: 07/12/24 @ 1753Hrs
LOCATION: 251 Lombardy Ave
VICTIM: W/M Gregory Lancry 02/14/94
INCIDENT: Theft of Tag (Alvarez)
SUMMARY: Unknown suspect removed a tag 58AFX from the victim's 2023 BMW between 07/11/24 2000Hrs and 07/12/24 1600Hrs. Tag was entered into NCIC/FCIC.

CASE# 13-2407-000373 (Dep. Cathcart)
DATE/TIME: Between 7/16/24 @ 1249 hrs. to 7/16/24 @ 1325 hrs.
LOCATION: 4200 El Mar Drive
VICTIM: Sven Koil, W/M, 5/1/73
VICTIM: Madaleine Koil, W/F 10/31/87
VEHICLE: 2023 Red GMC Yukon, FL Tag HKNY30
VICTIM: Anna Dunkes, W/F, 14/4/95
VEHICLE: Gray Hyundai Sonata, FL Tag IT30AX
INCIDENT: Burglary Conveyance
SYNOPSIS: Between 1249 hrs. and 1325 hrs. on 7/16/24, unknown subject(s) forcible entered the Victim's red Yukon by smashing out the rear passenger side window. Once inside, the subject(s) unlawfully removed two (2) backpacks containing passports and identification. The subject(s) then forcibly entered a second vehicle (Gray Hyundai) located adjacent to the first vehicle by smashing out the front driver's side window. Once inside, the subject(s) unlawfully removed a wallet. Latent prints obtained. Statement from Victim 1, who was visiting from Germany.

CASE: 13-2407-000414 (Dep. Swadkins)
DATE/TIME: 7-18-24 @1445 hrs.
LOCATION: 4343 N Ocean Dr (Burger-Fi)
SUBJECT: Lovendjy Desir, B/M 5-27-09
VICTIM: Quin Van Workum W/M 9-23-10 / Heather Van Workum W/F 10-22-79 (Mom)
INCIDENT: Stolen Bicycle/Recovery
SUMMARY: Victim left his bicycle unsecured against the bike rack at Burger-Fi and walked away towards the beach. Subject, Desir said he noticed the bicycle abandoned and took off on it. Desir was detained a short time later across the bridge in Ft. Lauderdale. Heather did not wish to prosecute and signed a waiver. Parents were on scene to pick up the parties involved. The bicycle was recovered in good working condition.

CASE: 13-2407-000417 (Alvarez)
DATE/TIME: 07/18/24 @ 2234 Hrs.
LOCATION: 1 Commercial Blvd
ARRESTEE: William Arnett B/M 06/18/56
INCIDENT: DUI (Arrest)
SUMMARY: Deputies were flagged down in reference to a vehicle attempting to drive onto the beach. The driver, William Arnett drove onto the sidewalk and tried to drive in between the beach showers as he thought it was an exit. The vehicle got stuck in the sand as a result. A DUI investigation was conducted where Arnett was placed into custody for DUI and cited. The vehicle was successfully removed with a tow truck. No damage was observed on scene. On goes recognized Arnett from a similar incident a week ago.

CASE: 13-2407-000426 (Dep. Klier)
DATE/TIME: 7-19-24 @1245 hours
LOCATION: 1410 South Ocean Blvd
VICTIM: Michael Bender-Jutzi DOB 4/20/69
VEHICLE: 2020 White Honda CRV (Michigan tag DER908)
INCIDENT: Auto Theft
SUMMARY: Victim's Honda CRV was last seen on 7/18/24 at 2000 hours parked in space F1. On 7/19/24 at 1245 hours, he noticed his vehicle was missing. Video surveillance revealed the vehicle was driven off the property at 0235 hours and was following a black Hyundai Palisade. Victim had all doors locked and both key fobs in his possession. Auto Theft Affidavit signed, and video uploaded to evidence.com. Pompano also had a Honda CRV stolen at 12:46am. The same black 2020-2022 Hyundai Palisade (MS-TB2878 not assigned) was used as the drop off/follow vehicle. Both vehicles hit LPR cameras in Miami after the theft.

CASE: 13-2407-000440 (Dep. Bickel)
DATE/TIME: 07/20/24 @ 1150 HRS
LOCATION: 1480 S Ocean Blvd, Apt 323
ARRESTEE: Daniel Chavez, W/M, 5-31-76
VICTIM: Jessica Sena, W/F, 12-12-83
INCIDENT: Battery Dating Violence (Arrest)
SUMMARY: Deputies Bickel and Ramcharan responded to the listed location in reference a domestic disturbance. The caller, victim Jessica Sena reported she and her boyfriend were in a physical altercation in which Chavez allegedly choked her and ripped her clothes. Sena and Chavez both reside in Illinois and were staying at the property on vacation. Ms. Sena became uncooperative, declined to prosecute, and refused to provide a sworn recorded statement. Due to both parties being in an intimate relationship over the last eight months, Chavez was taken into custody and charged accordingly. TOT Main Jail.

CASE: 13-2407-000518 (Dep. Alvarez)
DATE/TIME: 7-24-24 @ 2230 hrs.
LOCATION: 1 Commercial Blvd.
ARRESTEE: Eric Wolf W/M 07/30/1981
INCIDENT: Disorderly Conduct (Arrest)
SUMMARY: Eric Wolf was arrested at 1 Commercial Blvd. for Disorderly Conduct after he was interfering with traffic, and threatening motorists and pedestrians with harm. Wolf was shouting aggressive statements such as "I am going to kill you all," while rushing pedestrians and making aggressive gestures towards passing vehicles. Wolf's actions created a hazardous situation, putting pedestrians and motorists at risk. Wolf was arrested and transported to BSO Main Jail.

CASE: 13-2407-000644 (Deputy Boyian)
DATE/TIME: 07/30/2024 @ 1914 hrs.
LOCATION: 4235 Seagrape Drive
VICTIM: Jonathan Plotnick WM, DOB: 07/06/1966
SUSPECT: Teresa Buell WF, DOB: 05/24/1963
INCIDENT: Battery
SUMMARY: DLE responded to the mentioned location regarding someone possibly being maced in the face by a neighbor. The victim alleged that his neighbor who resides in Apt 1A, walked up to him, and sprayed what he believed to be some type of mace on his face. There were no independent witnesses, the victim did not suffer any permanent injury, his face appeared a little irritated, and photos were taken. No one would answer the door to Apt 1A. A report was completed, and the reported victim who is currently on felony probation was advised to contact the Broward State Attorney's Office if he wished to press criminal charges.

CASE: 13-2407-0000656 / Detective Koos
DATE/TIME: 07/31/24 @ 14:06 Hrs.
LOCATION: 234 Commercial Blvd
ARRESTEE: Frank Staposky, W/M, 12/06/84
VICTIM: Beach King
INCIDENT: Retail Theft (Arrest)
SUMMARY: Deputies responded to Beach King regarding a call of a theft. Employees reported that the offender, Frank Staposky left the store with a pair of sunglasses without paying. Detective Koos responded, obtained still photos from the store's surveillance video, and a short time later, located the offender at the 3800 block of N. Ocean Blvd. Staposky was arrested and charged with Petit Theft.

MONTHLY ARREST LOGS:

Misd/Fel	Charge	Street
Fel	Grand Theft 20k less than 100k	4404 Bougainvilla Dr
Fel	Grand Theft 10k less than 20k	4404 Bougainvilla Dr
Fel	Grand Theft 5k less than 10k	1500 S Ocean Blvd
Fel	Burglary Structure - Unarmed	107 Commercial Blvd
Fel	DWLS 3rd or Subsequent Offense	Commercial Blvd/W Tradewinds
Fel	Resist Officer w/ Violence	218 Commercial Blvd
Fel	Resist Officer w/ Violence	1600 S Andrews Ave
Misd	DUI - 1st Offense	1 Commercial Blvd
Misd	Battery - DV	1480 S Ocean Blvd
Misd	Disorderly Conduct	1 Commercial Blvd
Misd	Petit Theft - Retail	234 Commercial Blvd

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2023 YTD	2024 YTD
AUTO THEFT	1	1	11	7
BURGLARY-BUSINESS	0	1	1	1
BURGLARY-CONVEYANCE	1	0	13	13
BURGLARY-RESIDENCE	0	0	1	1
BURGLARY-STRUCTURE	0	0	1	0
FORCIBLE SEX	0	0	0	1
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	5	3
HOMICIDE	0	0	0	0
ROBBERY	0	0	0	1
THEFT-GRAND	2	1	18	15
THEFT-PETIT	6	6	24	34
TOTALS	10	9	74	76

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	28
COP Hours Worked - Month	18
COP Patrol Miles - Month	5
COP Hours Worked - YTD	545
COP Patrol Miles - YTD	1,167

COP Bike Patrol Hours - Month	6
COP Bike Patrol Hours - YTD	13

COP Beach Patrol Hours – Month	0
COP Beach Patrol Hours - YTD	105.5

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	8	30
Reserve Deputy - Hours Worked	52.5	263.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The July 2024 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity JULY 2024

Reports/Calls		Traffic	
Miscellaneous Service		Types of Citation	
Event Reports	39	Non-Moving / Moving Citation	171
Accidents	7	Parking	0
Calls for Service	674	Warnings	178
		Total Citations	349
Arrests		Time Worked	
Type of Arrest		Hours Worked	
Felony	5	Bike Patrol	0.75
Misdemeanor	2	Court Overtime	6
Warrant (Felony)	2	Training Hours	78
Warrant (Misd.)	0	Detached	18
DUI (Felony)	0	Other Overtime	129
DUI (Misdemeanor)	1	Days Worked	31
NIC (Felony)	0		
NIC (Misdemeanor)	0		
DV (Felony)	0		
DV (Misd.)	1		
Total Arrests	11		
General		Narrative	
FI	18	ATV/UTV: 284.5 Miles / 43.5 Hours Reserve Deputies worked 8 shifts (52.5 hrs)	
Truant	0		
Truant Debriefed	0		
Elder Link	0		



MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT
 July 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
Sergeant Craig Bachan	7892	Retired	Retired after 29 years of Service
Sergeant Keith Gittens	11559	Assigned to D13	Transferred in from Pompano Beach

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Brann Redl	10365	Training Division	Defensive Tactic Training	18
			TOTAL	18



Agenda Item No: 7.b.

Town Commission Agenda Item Report

Meeting Date: August 27, 2024

Submitted By: Ashley Zalewski, Fire Inspector Ashley Zalewski

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: PBFR July 2024 Public Safety Report

Explanation: PBFR July 2024 report prepared by Fire Inspector Ashley Zalewski.

Recommendation: Accept/Approve

Exhibits:

1. PBFR July 2024 Report



POMPANO BEACH
FIRE RESCUE
Bureau of Fire Prevention

100 West Atlantic
Boulevard Room 220
Pompano Beach, FL
33060 Office
954•786•4695
Fax 954•786•4328

TO: LINDA CONNORS, TOWN MANAGER

FROM: ASHLEY ZALEWSKI

SUBJECT: PBFR PUBLIC SAFETY REPORT – JULY 2024

CC: PETE MCGINNIS

Below are the resident complaints for the month of July: 2

Below are the public education events that were held during the month of January:

- Community Event- 1- July 4th Events

Plan Reviews and Fees:

Plans Examiner Zalewski reports the below statistical data for the month of July:

Type	Amount/Number
Plans Reviewed	21
Square Footage	172,144
Plan Review Revision Fee	\$150.00
Fire/Rescue Fee	\$0.00
Total Project Cost	\$1,434,248.23
PBFR Plan Review Fee	\$7,201.25
PBFR Tech Fee	\$144.03
New Constructions	16
Annual Inspections	14
Meetings	8

Plan Type	Plans Reviewed
30- Apartments	10
38- Business	5
90- Site Plan	2
28- Hotel	4
Grand Total	21

Complaints & Notice of Violation:

Plans Examiner Zalewski reports that Complaints for the month of July:

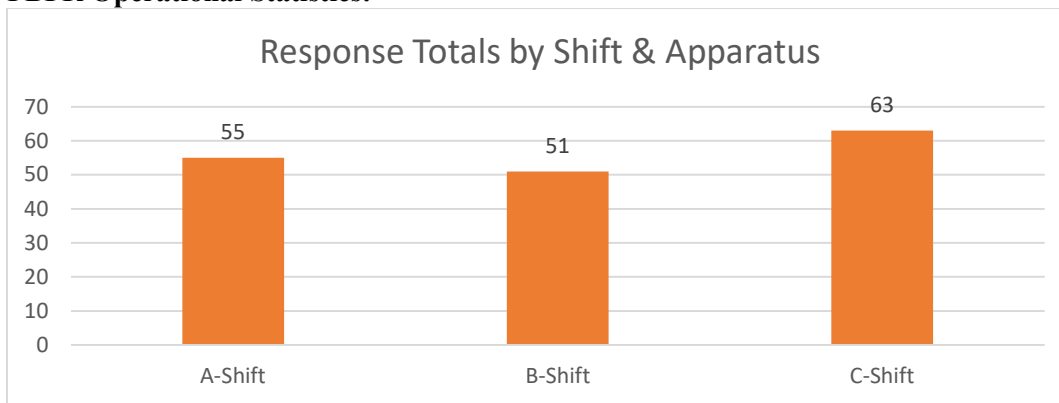
	Assigned	On Going	Completed
07/01/2024 through 07/31/24	2	0	2

Below are the Fire Incidents for the Month of July 2024.

Part III- Breakdown of Fires (Incident Type 110-129)

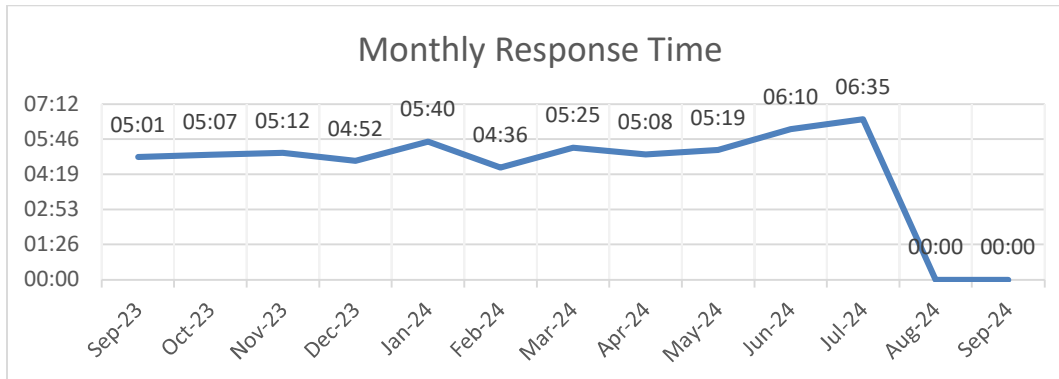
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
02 - Residential - Apartments	\$0.00	0	0	0
04 - Other Residential	\$0.00	0	0	0
06 - Public Assembly	\$0.00	0	0	0
09 - Stores and Offices	\$0.00	0	0	0
	Total Loss \$0.00			0

PBFR Operational Statistics:



Total call for month: 169

There are 3 shifts that work from 7:30a-7:30a. We have a 24 hr shift schedule.



****There was 10 closest unit response calls, once they were removed from the call average Station 12 has a 5 min response time for the town.****

Monthly Response Time Chart is an average of response times from time of dispatch to arrival on scene.

7/1/24 6:10 AM	Station 12	C-Shift	R12	7/1/24 6:10 AM	7/1/24 6:17 AM	EMS call, excluding vehicle accident with injury	0:06:12
7/1/24 9:39 AM	Station 12	A-Shift	R12	7/1/24 9:39 AM	7/1/24 9:54 AM	EMS call, excluding vehicle accident with injury	0:15:32
7/1/24 9:45 AM	*Station 11	A-Shift	Q12	7/1/24 9:46 AM	7/1/24 10:01 AM	No incident found on arrival at dispatch address	0:15:33

7/1/24 1:35 PM	Station 12	A-Shift	R12	7/1/24 1:35 PM	7/1/24 1:43 PM	EMS call, excluding vehicle accident with injury	0:08:14
7/1/24 4:09 PM	Station 12	A-Shift	Q12	7/1/24 4:12 PM	7/1/24 4:21 PM	Alarm system activation, no fire - unintentional	0:09:15
7/1/24 5:41 PM	Station 12	A-Shift	R12	7/1/24 5:41 PM	7/1/24 5:45 PM	EMS call, excluding vehicle accident with injury	0:04:22
7/2/24 12:01 AM	Station 12	A-Shift	R12	7/2/24 12:03 AM	7/2/24 12:08 AM	EMS call, excluding vehicle accident with injury	0:05:45
7/2/24 2:25 AM	Station 12	A-Shift	Q12	7/2/24 2:28 AM	7/2/24 2:36 AM	Alarm system sounded due to malfunction	0:08:26
7/2/24 2:57 PM	Station 12	B-Shift	Q12	7/2/24 2:59 PM	7/2/24 3:05 PM	Smoke detector activation, no fire - unintentional	0:06:27
7/2/24 8:16 PM	Station 12	B-Shift	Q12	7/2/24 8:18 PM	7/2/24 8:26 PM	Water or steam leak	0:07:39
7/2/24 11:14 PM	Station 12	B-Shift	Q12	7/2/24 11:15 PM	7/2/24 11:21 PM	Smoke detector activation, no fire - unintentional	0:05:43
7/3/24 12:08 AM	Station 12	B-Shift	R12	7/3/24 12:08 AM	7/3/24 12:14 AM	EMS call, excluding vehicle accident with injury	0:05:48
7/3/24 10:14 AM	Station 12	C-Shift	R12	7/3/24 10:15 AM	7/3/24 10:23 AM	EMS call, excluding vehicle accident with injury	0:07:58
7/3/24 2:00 PM	Station 12	C-Shift	R12	7/3/24 2:02 PM	7/3/24 2:08 PM	EMS call, excluding vehicle accident with injury	0:06:00
7/3/24 7:07 PM	Station 12	C-Shift	R12	7/3/24 7:07 PM	7/3/24 7:11 PM	EMS call, excluding vehicle accident with injury	0:04:12
7/3/24 8:49 PM	Station 12	C-Shift	R12	7/3/24 8:49 PM	7/3/24 8:55 PM	EMS call, excluding vehicle accident with injury	0:05:38
7/3/24 8:56 PM	Station 12	C-Shift	Q12	7/3/24 8:57 PM	7/3/24 9:04 PM	Public service	0:06:54
7/4/24 1:22 AM	Station 12	C-Shift	R12	7/4/24 1:22 AM	7/4/24 1:35 AM	EMS call, excluding vehicle accident with injury	0:12:47
7/4/24 1:50 AM	Station 12	C-Shift	Q12	7/4/24 1:51 AM	7/4/24 1:59 AM	System malfunction, other	0:08:01
7/4/24 2:24 AM	Station 12	C-Shift	R12	7/4/24 2:25 AM	7/4/24 2:30 AM	EMS call, excluding vehicle accident with injury	0:04:57
7/4/24 10:18 AM	Station 12	A-Shift	R12	7/4/24 10:18 AM	7/4/24 10:24 AM	EMS call, excluding vehicle accident with injury	0:05:24
7/4/24 4:02 PM	Station 12	A-Shift	R12	7/4/24 4:04 PM	7/4/24 4:10 PM	Assist invalid	0:06:10
7/4/24 5:34 PM	Station 12	A-Shift	R12	7/4/24 5:34 PM	7/4/24 5:37 PM	EMS call, excluding vehicle accident with injury	0:03:38
7/4/24 6:48 PM	Station 12	A-Shift	Q12	7/4/24 6:49 PM	7/4/24 6:50 PM	Alarm system activation, no fire - unintentional	0:00:42
7/4/24 7:05 PM	Station 12	A-Shift	R12	7/4/24 7:05 PM	7/4/24 7:12 PM	EMS call, excluding vehicle accident with injury	0:07:29
7/4/24 9:33 PM	Station 12	A-Shift	Q12	7/4/24 9:35 PM	7/4/24 9:44 PM	No incident found on arrival at dispatch address	0:09:13
7/5/24 2:37 PM	Station 12	B-Shift	R12	7/5/24 2:37 PM	7/5/24 2:43 PM	EMS call, excluding vehicle accident with injury	0:06:06
7/6/24 3:32 PM	Station 12	C-Shift	Q12	7/6/24 3:33 PM	7/6/24 3:38 PM	Alarm system activation, no fire - unintentional	0:05:41
7/6/24 4:24 PM	*Station 11	C-Shift	R12	7/6/24 4:26 PM	7/6/24 4:37 PM	No incident found on arrival at dispatch address	0:10:57
7/6/24 4:39 PM	Station 12	B-Shift	Q12	7/6/24 4:40 PM	7/6/24 4:46 PM	EMS call, excluding vehicle accident with injury	0:05:44
7/6/24 7:55 PM	Station 12	C-Shift	Q12	7/6/24 7:57 PM	7/6/24 8:04 PM	Gasoline or other flammable liquid spill	0:06:37

7/6/24 8:32 PM	Station 12	C-Shift	R12	7/6/24 8:33 PM	7/6/24 8:38 PM	EMS call, excluding vehicle accident with injury	0:05:22
7/6/24 10:36 PM	Station 12	C-Shift	R12	7/6/24 10:37 PM	7/6/24 10:44 PM	EMS call, excluding vehicle accident with injury	0:07:05
7/7/24 2:24 PM	Station 12	C-Shift	R12	7/7/24 2:24 PM	7/7/24 2:36 PM	EMS call, excluding vehicle accident with injury	0:12:07
7/7/24 5:26 PM	Station 12	A-Shift	R12	7/7/24 5:26 PM	7/7/24 5:32 PM	EMS call, excluding vehicle accident with injury	0:06:00
7/7/24 8:06 PM	Station 12	A-Shift	Q12	7/7/24 8:08 PM	7/7/24 8:13 PM	No incident found on arrival at dispatch address	0:05:10
7/7/24 8:22 PM	Station 12	A-Shift	R12	7/7/24 8:22 PM	7/7/24 8:26 PM	EMS call, excluding vehicle accident with injury	0:04:00
7/7/24 9:32 PM	Station 12	A-Shift	Q12	7/7/24 9:36 PM	7/7/24 9:39 PM	No incident found on arrival at dispatch address	0:02:40
7/8/24 5:45 AM	Station 12	C-Shift	R12	7/8/24 5:45 AM	7/8/24 5:57 AM	EMS call, excluding vehicle accident with injury	0:11:32
7/8/24 10:54 AM	Station 12	B-Shift	Q12	7/8/24 10:54 AM	7/8/24 11:00 AM	Smoke detector activation due to malfunction	0:05:40
7/9/24 4:30 AM	Station 12	B-Shift	R12	7/9/24 4:30 AM	7/9/24 4:37 AM	EMS call, excluding vehicle accident with injury	0:07:31
7/9/24 5:24 AM	Station 12	B-Shift	R12	7/9/24 5:25 AM	7/9/24 5:32 AM	EMS call, excluding vehicle accident with injury	0:06:57
7/9/24 1:28 PM	Station 12	C-Shift	Q12	7/9/24 1:32 PM	7/9/24 1:36 PM	Alarm system activation, no fire - unintentional	0:03:56
7/9/24 7:14 PM	Station 12	C-Shift	R12	7/9/24 7:18 PM	7/9/24 7:23 PM	Police matter	0:04:46
7/10/24 1:54 AM	Station 12	C-Shift	R12	7/10/24 1:54 AM	7/10/24 2:00 AM	EMS call, excluding vehicle accident with injury	0:06:17
7/10/24 7:38 AM	Station 12	A-Shift	R12	7/10/24 7:38 AM	7/10/24 7:39 AM	EMS call, excluding vehicle accident with injury	0:00:52
7/10/24 9:13 AM	Station 12	A-Shift	R12	7/10/24 9:13 AM	7/10/24 9:26 AM	EMS call, excluding vehicle accident with injury	0:13:24
7/10/24 11:20 AM	*Station 52	A-Shift	R12	7/10/24 11:20 AM	7/10/24 11:33 AM	EMS call, excluding vehicle accident with injury	0:13:08
7/10/24 4:46 PM	Station 12	A-Shift	R12	7/10/24 4:46 PM	7/10/24 4:50 PM	EMS call, excluding vehicle accident with injury	0:03:35
7/10/24 7:51 PM	Station 12	A-Shift	R12	7/10/24 7:52 PM	7/10/24 7:56 PM	No incident found on arrival at dispatch address	0:03:47
7/10/24 9:17 PM	Station 12	A-Shift	Q12	7/10/24 9:20 PM	7/10/24 9:32 PM	No incident found on arrival at dispatch address	0:11:57
7/10/24 10:11 PM	Station 12	A-Shift	Q12	7/10/24 10:14 PM	7/10/24 10:20 PM	Public service	0:06:48
7/11/24 4:55 AM	Station 12	A-Shift	R12	7/11/24 4:55 AM	7/11/24 5:00 AM	EMS call, excluding vehicle accident with injury	0:05:08
7/11/24 1:29 PM	Station 12	B-Shift	R12	7/11/24 1:31 PM	7/11/24 1:43 PM	EMS call, excluding vehicle accident with injury	0:11:40
7/11/24 4:54 PM	Station 12	B-Shift	R12	7/11/24 4:54 PM	7/11/24 4:57 PM	EMS call, excluding vehicle accident with injury	0:03:04
7/11/24 5:17 PM	Station 12	B-Shift	Q12	7/11/24 5:17 PM	7/11/24 5:23 PM	EMS call, excluding vehicle accident with injury	0:06:05
7/12/24 6:29 AM	Station 12	B-Shift	Q12	7/12/24 6:30 AM	7/12/24 6:36 AM	Alarm system activation, no fire - unintentional	0:06:31
7/12/24 11:26 AM	Station 12	B-Shift	R12	7/12/24 11:26 AM	7/12/24 11:33 AM	EMS call, excluding vehicle accident with injury	0:06:19
7/12/24 12:43 PM	Station 12	B-Shift	R12	7/12/24 12:43 PM	7/12/24 12:46 PM	EMS call, excluding vehicle accident with injury	0:03:26

7/13/24 3:11 AM	Station 12	C-Shift	Q12	7/13/24 3:14 AM	7/13/24 3:23 AM	Public service assistance, other	0:08:22
7/13/24 8:54 AM	Station 12	A-Shift	R12	7/13/24 8:56 AM	7/13/24 9:00 AM	Assist invalid	0:04:07
7/13/24 9:40 AM	Station 12	A-Shift	R12	7/13/24 9:40 AM	7/13/24 9:44 AM	EMS call, excluding vehicle accident with injury	0:04:00
7/13/24 1:24 PM	Station 12	A-Shift	R12	7/13/24 1:28 PM	7/13/24 1:34 PM	No incident found on arrival at dispatch address	0:06:48
7/14/24 9:17 AM	Station 12	B-Shift	R12	7/14/24 9:17 AM	7/14/24 9:21 AM	EMS call, excluding vehicle accident with injury	0:04:21
7/14/24 1:03 PM	Station 12	B-Shift	Q12	7/14/24 1:05 PM	7/14/24 1:11 PM	Removal of victim(s) from stalled elevator	0:05:40
7/14/24 4:20 PM	Station 12	A-Shift	R12	7/14/24 4:20 PM	7/14/24 4:22 PM	EMS call, excluding vehicle accident with injury	0:02:30
7/14/24 4:55 PM	Station 12	B-Shift	R12	7/14/24 4:55 PM	7/14/24 4:59 PM	EMS call, excluding vehicle accident with injury	0:04:25
7/15/24 1:44 AM	Station 12	B-Shift	R12	7/15/24 2:16 AM	7/15/24 2:21 AM	EMS call, excluding vehicle accident with injury	0:04:43
7/15/24 1:44 AM	Station 12	B-Shift	Q12	7/15/24 1:44 AM	7/15/24 1:55 AM	EMS call, excluding vehicle accident with injury	0:10:51
7/15/24 8:00 AM	Station 12	C-Shift	R12	7/15/24 8:00 AM	7/15/24 8:08 AM	EMS call, excluding vehicle accident with injury	0:08:23
7/15/24 8:00 AM	Station 12	C-Shift	Q12	7/15/24 8:08 AM	7/15/24 8:13 AM	EMS call, excluding vehicle accident with injury	0:05:05
7/15/24 8:20 AM	Station 12	C-Shift	Q12	7/15/24 8:28 AM	7/15/24 8:30 AM	Detector activation, no fire - unintentional	0:02:33
7/15/24 9:00 AM	Station 12	C-Shift	R12	7/15/24 9:02 AM	7/15/24 9:08 AM	EMS call, excluding vehicle accident with injury	0:05:57
7/15/24 11:43 AM	Station 12	C-Shift	R12	7/15/24 11:43 AM	7/15/24 11:54 AM	EMS call, excluding vehicle accident with injury	0:11:37
7/15/24 5:37 PM	Station 12	C-Shift	R12	7/15/24 5:39 PM	7/15/24 5:43 PM	EMS call, excluding vehicle accident with injury	0:04:11
7/15/24 5:41 PM	Station 12	C-Shift	Q12	7/15/24 5:41 PM	7/15/24 5:45 PM	EMS call, excluding vehicle accident with injury	0:03:51
7/15/24 6:09 PM	*Station 11	C-Shift	R12	7/15/24 6:11 PM	7/15/24 6:18 PM	EMS call, excluding vehicle accident with injury	0:07:05
7/16/24 4:31 AM	Station 12	C-Shift	R12	7/16/24 4:31 AM	7/16/24 4:40 AM	EMS call, excluding vehicle accident with injury	0:09:00
7/16/24 8:35 AM	Station 12	A-Shift	R12	7/16/24 8:38 AM	7/16/24 8:45 AM	EMS call, excluding vehicle accident with injury	0:06:53
7/16/24 5:52 PM	Station 12	A-Shift	Q12	7/16/24 5:55 PM	7/16/24 6:02 PM	No incident found on arrival at dispatch address	0:07:32
7/16/24 8:38 PM	Station 12	A-Shift	R12	7/16/24 8:38 PM	7/16/24 8:43 PM	EMS call, excluding vehicle accident with injury	0:05:07
7/16/24 9:50 PM	Station 12	A-Shift	R12	7/16/24 9:50 PM	7/16/24 9:55 PM	EMS call, excluding vehicle accident with injury	0:04:25
7/17/24 12:49 PM	Station 12	B-Shift	R12	7/17/24 12:49 PM	7/17/24 12:49 PM	EMS call, excluding vehicle accident with injury	0:00:15
7/18/24 7:57 AM	Station 12	C-Shift	R12	7/18/24 7:59 AM	7/18/24 8:03 AM	EMS call, excluding vehicle accident with injury	0:03:21
7/18/24 8:38 AM	Station 12	C-Shift	Q12	7/18/24 8:39 AM	7/18/24 8:43 AM	EMS call, excluding vehicle accident with injury	0:04:11
7/18/24 8:38 AM	Station 12	C-Shift	R12	7/18/24 8:39 AM	7/18/24 8:43 AM	EMS call, excluding vehicle accident with injury	0:04:11
7/18/24 9:38 AM	Station 12	C-Shift	R12	7/18/24 9:38 AM	7/18/24 9:42 AM	EMS call, excluding vehicle accident with injury	0:04:28

7/18/24 9:54 AM	*Station 11	C-Shift	Q12	7/18/24 9:55 AM	7/18/24 10:02 AM	System malfunction, other	0:07:22
7/18/24 9:56 AM	*Station 52	C-Shift	R12	7/18/24 10:19 AM	7/18/24 10:42 AM	Motor vehicle accident with injuries	0:22:23
7/18/24 11:32 AM	Station 12	C-Shift	R12	7/18/24 11:32 AM	7/18/24 11:37 AM	EMS call, excluding vehicle accident with injury	0:05:03
7/18/24 9:10 PM	Station 12	C-Shift	R12	7/18/24 9:10 PM	7/18/24 9:15 PM	EMS call, excluding vehicle accident with injury	0:04:36
7/18/24 9:23 PM	Station 12	C-Shift	Q12	7/18/24 9:23 PM	7/18/24 9:28 PM	EMS call, excluding vehicle accident with injury	0:05:16
7/19/24 7:39 AM	Station 12	A-Shift	Q12	7/19/24 7:43 AM	7/19/24 7:50 AM	Public service assistance, other	0:07:23
7/19/24 9:27 AM	Station 12	A-Shift	Q12	7/19/24 9:28 AM	7/19/24 9:34 AM	Defective elevator, no occupants	0:05:37
7/19/24 12:03 PM	Station 12	A-Shift	R12	7/19/24 12:03 PM	7/19/24 12:08 PM	EMS call, excluding vehicle accident with injury	0:04:46
7/19/24 2:45 PM	*Station 11	A-Shift	R12	7/19/24 2:46 PM	7/19/24 2:56 PM	Gas leak (natural gas or LPG)	0:09:33
7/19/24 2:45 PM	*Station 11	A-Shift	Q12	7/19/24 2:46 PM	7/19/24 2:56 PM	Gas leak (natural gas or LPG)	0:09:33
7/19/24 3:14 PM	Station 12	A-Shift	Q12	7/19/24 3:16 PM	7/19/24 3:24 PM	Smoke detector activation, no fire - unintentional	0:07:42
7/20/24 12:59 AM	Station 12	A-Shift	R12	7/20/24 12:59 AM	7/20/24 1:04 AM	No incident found on arrival at dispatch address	0:04:34
7/20/24 7:33 AM	Station 12	B-Shift	R12	7/20/24 7:33 AM	7/20/24 7:38 AM	EMS call, excluding vehicle accident with injury	0:04:46
7/20/24 3:24 PM	Station 12	B-Shift	R12	7/20/24 3:27 PM	7/20/24 3:33 PM	EMS call, excluding vehicle accident with injury	0:05:36
7/20/24 6:56 PM	Station 12	B-Shift	Q12	7/20/24 6:59 PM	7/20/24 7:05 PM	Smoke detector activation, no fire - unintentional	0:05:38
7/20/24 8:27 PM	Station 12	B-Shift	R12	7/20/24 8:27 PM	7/20/24 8:33 PM	EMS call, excluding vehicle accident with injury	0:05:17
7/20/24 9:06 PM	*Station 11	B-Shift	R12	7/20/24 9:06 PM	7/20/24 9:14 PM	EMS call, excluding vehicle accident with injury	0:07:17
7/21/24 1:31 AM	Station 12	B-Shift	Q12	7/21/24 1:36 AM	7/21/24 1:46 AM	Service Call, other	0:09:45
7/21/24 8:06 AM	Station 12	C-Shift	R12	7/21/24 8:06 AM	7/21/24 8:12 AM	EMS call, excluding vehicle accident with injury	0:05:44
7/21/24 9:52 AM	Station 12	C-Shift	R12	7/21/24 9:52 AM	7/21/24 9:55 AM	EMS call, excluding vehicle accident with injury	0:03:42
7/21/24 4:52 PM	Station 12	C-Shift	R12	7/21/24 4:57 PM	7/21/24 5:08 PM	EMS call, excluding vehicle accident with injury	0:10:53
7/21/24 4:52 PM	Station 12	C-Shift	R12	7/21/24 4:57 PM	7/21/24 5:08 PM	EMS call, excluding vehicle accident with injury	0:10:53
7/22/24 9:02 AM	Station 12	A-Shift	R12	7/22/24 9:02 AM	7/22/24 9:08 AM	EMS call, excluding vehicle accident with injury	0:05:22
7/22/24 4:09 PM	Station 12	A-Shift	R12	7/22/24 4:09 PM	7/22/24 4:15 PM	EMS call, excluding vehicle accident with injury	0:06:39
7/23/24 6:28 AM	Station 12	A-Shift	Q12	7/23/24 6:31 AM	7/23/24 6:36 AM	Assist invalid	0:05:02
7/23/24 9:01 AM	Station 12	B-Shift	R12	7/23/24 9:01 AM	7/23/24 9:07 AM	EMS call, excluding vehicle accident with injury	0:05:35
7/23/24 1:14 PM	Station 12	B-Shift	R12	7/23/24 1:14 PM	7/23/24 1:19 PM	EMS call, excluding vehicle accident with injury	0:04:50
7/23/24 3:40 PM	Station 12	B-Shift	R12	7/23/24 3:40 PM	7/23/24 3:45 PM	EMS call, excluding vehicle accident with injury	0:05:23

7/23/24 9:13 PM	Station 12	B-Shift	R12	7/23/24 9:13 PM	7/23/24 9:24 PM	EMS call, excluding vehicle accident with injury	0:11:16
7/23/24 10:27 PM	Station 12	B-Shift	Q12	7/23/24 10:28 PM	7/23/24 10:35 PM	Arcing, shorted electrical equipment	0:06:07
7/24/24 12:45 AM	Station 12	B-Shift	R12	7/24/24 12:45 AM	7/24/24 12:51 AM	EMS call, excluding vehicle accident with injury	0:05:53
7/24/24 3:52 AM	Station 12	B-Shift	R12	7/24/24 3:52 AM	7/24/24 3:58 AM	EMS call, excluding vehicle accident with injury	0:06:24
7/24/24 8:04 AM	Station 12	C-Shift	Q12	7/24/24 8:05 AM	7/24/24 8:10 AM	Removal of victim(s) from stalled elevator	0:04:36
7/24/24 9:08 AM	Station 12	C-Shift	Q12	7/24/24 9:09 AM	7/24/24 9:13 AM	EMS call, excluding vehicle accident with injury	0:04:19
7/24/24 9:08 AM	Station 12	C-Shift	R12	7/24/24 9:08 AM	7/24/24 9:15 AM	EMS call, excluding vehicle accident with injury	0:07:44
7/24/24 11:42 AM	Station 12	C-Shift	R12	7/24/24 11:42 AM	7/24/24 11:44 AM	EMS call, excluding vehicle accident with injury	0:01:49
7/24/24 1:18 PM	Station 12	C-Shift	R12	7/24/24 1:18 PM	7/24/24 1:26 PM	EMS call, excluding vehicle accident with injury	0:07:44
7/24/24 2:57 PM	Station 12	C-Shift	R12	7/24/24 2:57 PM	7/24/24 3:01 PM	EMS call, excluding vehicle accident with injury	0:03:56
7/24/24 3:22 PM	Station 12	C-Shift	R12	7/24/24 3:23 PM	7/24/24 3:25 PM	EMS call, excluding vehicle accident with injury	0:01:33
7/24/24 8:16 PM	Station 12	C-Shift	R12	7/24/24 8:22 PM	7/24/24 8:29 PM	Police matter	0:06:03
7/25/24 12:41 AM	Station 12	C-Shift	Q12	7/25/24 12:43 AM	7/25/24 12:48 AM	Detector activation, no fire - unintentional	0:04:51
7/25/24 1:39 AM	Station 12	C-Shift	Q12	7/25/24 1:42 AM	7/25/24 1:46 AM	Assist invalid	0:04:10
7/25/24 11:46 AM	Station 12	A-Shift	Q12	7/25/24 11:48 AM	7/25/24 11:51 AM	Public service assistance, other	0:02:37
7/25/24 11:46 AM	Station 12	A-Shift	R12	7/25/24 11:48 AM	7/25/24 11:51 AM	Public service assistance, other	0:02:36
7/26/24 10:03 AM	Station 12	B-Shift	R12	7/26/24 10:03 AM	7/26/24 10:08 AM	EMS call, excluding vehicle accident with injury	0:05:40
7/26/24 4:08 PM	Station 12	B-Shift	R12	7/26/24 4:10 PM	7/26/24 4:16 PM	EMS call, excluding vehicle accident with injury	0:05:19
7/26/24 4:08 PM	Station 12	B-Shift	R12	7/26/24 4:10 PM	7/26/24 4:16 PM	EMS call, excluding vehicle accident with injury	0:05:19
7/26/24 6:53 PM	Station 12	B-Shift	R12	7/26/24 6:53 PM	7/26/24 6:58 PM	Motor vehicle accident with injuries	0:04:40
7/26/24 6:53 PM	Station 12	B-Shift	Q12	7/26/24 6:53 PM	7/26/24 6:59 PM	Motor vehicle accident with injuries	0:05:40
7/26/24 7:18 PM	Station 12	B-Shift	Q12	7/26/24 7:18 PM	7/26/24 7:24 PM	EMS call, excluding vehicle accident with injury	0:06:04
7/26/24 7:49 PM	Station 12	B-Shift	R12	7/26/24 7:50 PM	7/26/24 7:55 PM	EMS call, excluding vehicle accident with injury	0:05:10
7/26/24 7:49 PM	Station 12	B-Shift	Q12	7/26/24 7:49 PM	7/26/24 7:55 PM	EMS call, excluding vehicle accident with injury	0:05:05
7/26/24 7:49 PM	Station 12	B-Shift	R12	7/26/24 7:50 PM	7/26/24 7:55 PM	EMS call, excluding vehicle accident with injury	0:05:10
7/26/24 7:49 PM	Station 12	B-Shift	Q12	7/26/24 7:49 PM	7/26/24 7:55 PM	EMS call, excluding vehicle accident with injury	0:05:05
7/26/24 10:37 PM	Station 12	B-Shift	R12	7/26/24 10:38 PM	7/26/24 10:46 PM	EMS call, excluding vehicle accident with injury	0:07:30
7/26/24 11:04 PM	Station 12	B-Shift	Q12	7/26/24 11:05 PM	7/26/24 11:12 PM	Defective elevator, no occupants	0:06:50

7/27/24 8:51 PM	Station 12	C-Shift	R12	7/27/24 8:51 PM	7/27/24 9:00 PM	EMS call, excluding vehicle accident with injury	0:08:45
7/27/24 11:35 PM	Station 12	C-Shift	R12	7/27/24 11:35 PM	7/27/24 11:41 PM	EMS call, excluding vehicle accident with injury	0:05:31
7/28/24 8:10 AM	Station 12	A-Shift	R12	7/28/24 8:12 AM	7/28/24 8:16 AM	Public service	0:04:40
7/28/24 8:10 AM	Station 12	A-Shift	Q12	7/28/24 8:12 AM	7/28/24 8:17 AM	Public service	0:04:43
7/28/24 11:17 AM	Station 12	A-Shift	R12	7/28/24 11:17 AM	7/28/24 11:27 AM	EMS call, excluding vehicle accident with injury	0:09:26
7/28/24 4:44 PM	Station 12	A-Shift	R12	7/28/24 4:44 PM	7/28/24 4:48 PM	EMS call, excluding vehicle accident with injury	0:03:52
7/28/24 6:31 PM	Station 12	A-Shift	R12	7/28/24 6:31 PM	7/28/24 6:33 PM	EMS call, excluding vehicle accident with injury	0:01:18
7/28/24 7:39 PM	Station 12	A-Shift	R12	7/28/24 7:39 PM	7/28/24 7:44 PM	Police matter	0:04:59
7/28/24 8:44 PM	Station 12	A-Shift	Q12	7/28/24 8:46 PM	7/28/24 8:54 PM	Smoke detector activation, no fire - unintentional	0:08:11
7/28/24 9:36 PM	Station 12	A-Shift	Q12	7/28/24 9:37 PM	7/28/24 9:42 PM	Smoke detector activation, no fire - unintentional	0:05:07
7/29/24 5:13 PM	Station 12	B-Shift	R12	7/29/24 5:13 PM	7/29/24 5:20 PM	EMS call, excluding vehicle accident with injury	0:06:39
7/29/24 6:53 PM	Station 12	B-Shift	Q12	7/29/24 6:53 PM	7/29/24 7:02 PM	EMS call, excluding vehicle accident with injury	0:08:50
7/29/24 6:53 PM	Station 12	B-Shift	R12	7/29/24 7:09 PM	7/29/24 7:17 PM	EMS call, excluding vehicle accident with injury	0:07:55
7/29/24 8:15 PM	*Station 24	B-Shift	R12	7/29/24 8:15 PM	7/29/24 8:23 PM	EMS call, excluding vehicle accident with injury	0:07:53
7/29/24 11:27 PM	Station 12	B-Shift	R12	7/29/24 11:27 PM	7/29/24 11:34 PM	EMS call, excluding vehicle accident with injury	0:06:57
7/30/24 10:14 AM	Station 12	C-Shift	Q12	7/30/24 10:15 AM	7/30/24 10:20 AM	Removal of victim(s) from stalled elevator	0:04:40
7/30/24 11:05 AM	Station 12	C-Shift	Q12	7/30/24 11:06 AM	7/30/24 11:11 AM	Detector activation, no fire - unintentional	0:04:39
7/30/24 12:22 PM	Station 12	C-Shift	R12	7/30/24 12:22 PM	7/30/24 12:28 PM	EMS call, excluding vehicle accident with injury	0:05:30
7/30/24 1:02 PM	Station 12	C-Shift	Q12	7/30/24 1:04 PM	7/30/24 1:08 PM	Detector activation, no fire - unintentional	0:04:53
7/30/24 3:17 PM	Station 12	C-Shift	R12	7/30/24 3:19 PM	7/30/24 3:30 PM	EMS call, excluding vehicle accident with injury	0:11:08
7/30/24 10:28 PM	Station 12	C-Shift	R12	7/30/24 10:28 PM	7/30/24 10:34 PM	EMS call, excluding vehicle accident with injury	0:05:37

***Closest unit response- R12 was called for a rescue call outside of Lauderdale by the Sea.**

All reports in the future will include all contractual information that is required.





Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: August 27, 2024

Submitted By:

Submitting Department: Administration

Item Type: Presentation

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation:

1. Florida Festival and Events Awards

The Florida Festival and Events Association recently held their annual meeting and distributed statewide awards. Lauderdale-By-The-Sea was recognized with a second place in state for our Instagram activity on DiscoverLBTS, and first place for both Christmas by the Sea photograph and our Sandcastles for Sloan Educational program. Congratulations to our special event and marketing team for this outstanding recognition.



2. Sea Turtle Season Continues

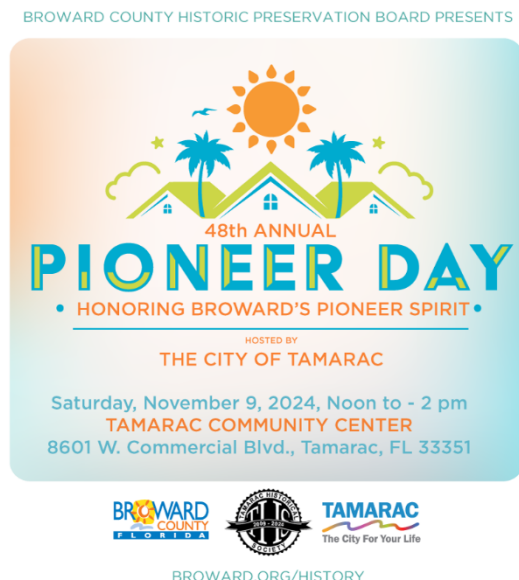
Sea Turtle season is underway. This is a friendly reminder to our ocean-front residents and hoteliers to please make sure your condominium association or hotel is aware of and following sea turtle regulations. We want to make sure the sea turtle hatchlings don't get confused by other light sources while making their way to the ocean.

3. Sea Grape Drive Sidewalk Plan

In 2005, the Commission adopted Seagrape Drive Sidewalk Plan. This is included in our code and requires property owners redeveloping on Seagrape to comply with the sidewalk plan design. Since 2005, we have had one property that would be required to comply with this code provision. In reviewing the code, staff sees the difficulty in designing a sidewalk that meets the specifications of the plan because of the prevalent back-out parking on the street.

The provision that allows a fee to be paid, in lieu of the sidewalk improvements, is also difficult because we do not receive a significant number of payments for this purpose.

Commission Action Required: Support Town Staff's recommendation to remove the Sea Grape Drive Sidewalk Plan from the code. If Commission so directs, staff will bring an ordinance to the Commission deleting this code provision for your consideration.



4. Pioneer Day

The Broward County Historic Preservation Board is co-hosting Pioneer Day on November 9, 2024 at the Tamarac Community Center. As part of the festivities, the County is asking communities to nominate a pioneer from our community. They suggest that the Town consider individuals who have made an outstanding or unique contribution to the community, pioneer family descendants or those who have made the community a better or special place. Staff is asking the community and the commission for recommendations. Please email the Town Clerk at townclerk@lbts-fl.gov with any suggestions by September 3, 2024.

5. Florida Senate President Passidomo's Letter regarding Condominium Safety and Affordability

I've attached a letter from Senate President Passidomo regarding condominium safety and

affordability. The letter outlines her understanding of the concerns residents have been expressing about the recent condo safety legislation that was passed after the condominium collapse in Surfside. She reiterates that she has no intention to utilize her authority as Senate President to convene a special session to discuss this issue, but looks forward to addressing the topic during committee hearings and the regular legislative session. There is a lot of information clearly outlining current requirements for safety inspections, reserve funding for maintenance and repair and general answers to many commonly asked questions. I encourage all of our condominium residents to review this letter as it includes good insight regarding the Senate President's views and also helpful information regarding related information. We will send this information out to the public in our weekly email blast as well.

6. Upcoming Meetings

Date	Meeting	Time
September 4	Planning and Zoning	6:00 PM
September 12	1st Budget Hearing	5:30 PM
September 12	Commission Meeting	6:30 PM
September 18	2nd Budget Hearing and Adoption	5:30 PM
September 18	Commission Meeting	6:30 PM

Recommendation:

Exhibits:

1. 8-16-24 Memo Regarding Condominium Safety and Affordability



THE FLORIDA SENATE
SENATOR KATHLEEN PASSIDOMO
President

MEMORANDUM

TO: All Senators
FROM: Kathleen Passidomo
SUBJECT: Condominium Safety and Affordability
DATE: August 16, 2024

I appreciate the conversations with several Senators, and many of my own constituents in Southwest Florida, over the last several weeks regarding what I believe is a shared goal of ensuring safety while preserving affordability within condominium communities across our state.

I am increasingly concerned by what I see as a growing narrative, ripe with misconceptions and inaccuracies, regarding the condo safety legislation passed in the years following the devastating collapse of the Champlain Towers in Surfside. Some have suggested a special session be called to address or alter existing safety and reserve funding requirements and other related issues. I do not agree, and for the reasons outlined in detail below, I have no intention at the present time of utilizing my authority as Senate President to convene a special session.

In my view, no law is perfect. Sometimes issues arise during implementation, and there is often room for improvement. However, the legislative process best serves Floridians when there is analysis, collaboration, and input from all stakeholders. I believe the upcoming committee weeks and regular session following our post-election reorganization provide the best opportunity for this type of dialogue. As a returning Senator, I look forward to being a part of the solution.

Let me assure you, I hear the anger and frustration of condo owners who feel they have been misled and their resources mismanaged. There is no question some condo boards have had their share of bad actors who have not abided by their fiduciary responsibility to their fellow residents, who flout transparency requirements, or who perhaps just do not understand the significance of their role. I appreciate the financial constraints of seniors, young families, and other Floridians who do not have the income or assets to afford increased dues and assessments. Having lived in my home for more than 35 years before it was flooded by Hurricane Ian, I empathize with those Floridians, particularly our seniors, who are faced with the sad prospect of having to leave the property where they had planned to live out their days.

These are difficult situations, and while there are no easy answers, it is important to be clear about the problem we are trying to solve. The problem is some condominiums in our state were not maintained over the years and are now unsafe. We lost 98 of our fellow Floridians at Surfside – a tragedy that was entirely preventable. A Florida dream turned into a Florida nightmare.

When I moved to Florida for law school fifty years ago, our state was in the midst of the condominium craze. Condos provided a sought-after lifestyle, particularly for snowbirds and other seniors accustomed to the security and other financial benefits of homeownership, but seeking additional amenities and a built-in sense of community. Condo life was prevalent in advertising, media and television shows at the time, and became somewhat synonymous with life as a Floridian in a coastal community. My own parents were a clear example of one of the demographic groups who sought out this lifestyle, leaving the cold winters of New Jersey and retiring to a condominium in Naples. Today, condos are not just second homes or retirement destinations, and they are popular far beyond our beachfront communities. Floridians and their families of all ages and sizes are drawn to the convenience and community condominiums can offer. Senator Burton, Senator Hooper, and I all live in the same condo complex when we are in Tallahassee. It's a great lifestyle.

The problem is, as with all lifestyles, condominium living comes at a price. Costs associated with ongoing maintenance and repairs are supposed to be shared among owners, in addition to setting aside significant savings for long-term structural needs over time. As we learned following the tragedy in Surfside, all too often while funds for ongoing maintenance, repairs, or cosmetic issues were collected and spent, larger reserve accounts intended to cover more significant structural maintenance were waived. Fast forward 40, 50 or 60 years, and too many of our condo buildings are in need of critical life and safety upgrades and associations have inadequate reserve funds to cover those costs. Meanwhile, some condo owners are living on fixed incomes, family budgets are already stretched thin by inflation, and the prospect of increased dues or monthly loan payments to cover large assessments seems untenable.

As a conservative who has practiced real estate law for more than 45 years, you will not find a bigger proponent of private property rights. However, in this instance both government and the private sector have had to respond in order to ensure appropriate safety standards and a healthy market for Floridians who want to buy or sell a condominium. Recently, many banks have decided not to issue loans, and many insurance companies will not offer coverage to condos in associations that do not maintain adequate reserves or have structural deficiencies. Clear inspection and reserve guidelines protect both the personal safety and the financial investment of Floridians who call a condominium home. We also listened to constituent concerns about condo association mismanagement and passed a sweeping new law to increase oversight of condominium boards, including requirements for transparency, conflict of interest disclosure, and criminal penalties for violations.

Those guidelines, additional resources, and answers to other frequently asked questions are available below. I hope you find this information helpful, and again, I look forward to working with you under the leadership of President-Designate Albritton when we return for the next legislative term.

Current Requirements for Milestone Safety Inspections

- Condominium and cooperative association buildings three or more stories in height must have a “milestone inspection” of the buildings’ structural integrity by an architect or engineer when a building reaches:
 - 30 years of age and every 10 years thereafter, or
 - 25 years of age and every 10 years thereafter if the building is located within three miles of a coastline.
- If a building reached 30 years of age before July 1, 2022, the building’s initial milestone inspection must be performed before December 31, 2024.
- A phase one milestone inspection must commence within 180 days if an association receives a written notice from the local enforcement agency.
- A phase two milestone inspection if there is evidence of **“substantial structural deterioration” as determined by a phase one inspection.**
- Inspection report results must be provided to local building officials and associations, and the inspector-prepared summary must be provided to unit owners.
- Unit owners have the right to inspect and copy, as official records, the milestone inspection report and all other inspection reports relating to structural or life safety. Renters have the right to inspect the milestone inspection reports.

Current Requirements for Reserve Funding for the Continued Maintenance and Repair of Condominium and Cooperative Buildings:

- A “structural integrity reserve study” is the study of the reserve funds required for future major repairs and replacement of the common elements based on a visual inspection of the common elements.
- Condominium and cooperative associations must complete a structural integrity reserve study every 10 years for each building in an association that is three stories or higher in height.
- Associations existing on or before July 1, 2022, controlled by non-developer unit owners must have a structural integrity reserve study completed by December 31, 2024.
- It is a breach of a board member or officer’s fiduciary duty if an association fails to complete a structural integrity reserve study.

Frequently Asked Questions on Reserves

Q: Must an association's reserve account have accumulated all of the funds necessary to account for the remaining useful life for each reserve component by 2025?

A: By requiring independent reserve studies, this law ensures each condominium is properly prepared to keep its occupants safe. In order to ensure flexibility for condominium associations, unless there is an immediate safety problem, the law does not require reserves to be fully funded at the completion of the reserve study.

The amount that needs to be reserved is calculated based on the estimated remaining useful life and estimated replacement cost of the item.

For example: If the cost required to replace the roof in 10 years is \$100,000, the association is not required to have \$100,000 immediately reserved for repairs. Instead, the association must reserve sufficient funds each year to have the required funding available at the time of anticipated repairs. The required reserve studies help Floridians living in a condominium to be aware of the condition of their building and provide a clear guideline for budgeting to ensure repairs can be completed when necessary.

Q: What reserves can a condominium or cooperative association waive?

A: For budgets adopted on or after December 31, 2024, a majority of the association's total voting interests is required to waive the collection of reserves. However, associations that are subject to the structural integrity reserve study requirements (Condos with a building that is 3 or more stories in height) may not waive the collection of reserves for certain structural items or use reserves for other purposes.

Q: What if, after an inspection from a licensed engineer or architect, there is no problem noted with regard to a particular component? Will that component still need to be reserved for?

A: No, the Department of Business and Professional Regulation (DBPR) will rely on the structural integrity reserve study to determine the items for which there needs to be a reserve.

Moreover, with respect to items for which an estimate of useful life is not readily ascertainable or that have an estimated remaining useful life of greater than 25 years, an association is not required to reserve replacement costs, but an association must reserve the amount of deferred maintenance expense, if any, that is recommended.

Q: May a reserve schedule account for inflation?

A: Yes.

House Bill 1021, Community Associations (2024)

A full summary of the recently passed law relating to condominiums, HB 1021, is available at: <https://www.flsenate.gov/Committees/bills/summaries/2024/html/3512>

This legislation enacted the following new criminal penalties related to condominium associations, and the official records of the association:

- Second degree misdemeanor for any director or member of the board or association to knowingly, willfully, and repeatedly violate (two or more violations within a 12-month period) any specified requirements relating to inspection and copying of official records of an association;
- First degree misdemeanor for knowingly and intentionally defacing or destroying required accounting records, or failing to create or maintain required accounting records, with the intent of causing harm to the association or one or more of its members;
- First degree misdemeanor for engaging in specified fraudulent voting activity, and knowingly aiding, abetting, or advising a person in the commission of a fraudulent voting activity related to association elections.
- Third degree felony to willfully and knowingly refuse to release or produce association records, with the intent to avoid or escape detection, arrest, trial, or punishment for the commission of a crime, or to assist another person with such avoidance or escape;
- Third degree felony for an officer, director, or manager of a condominium association to knowingly solicit, offer to accept, or accept a kickback; and

The law provides that officers and directors charged with a criminal violation under ch. 718, F.S., are deemed removed from office and a vacancy declared.

Residents who believe a crime has been committed related to condominium or cooperative association should contact local law enforcement using a non-emergency line.

Condominium Resources

The following are links to helpful resources prepared by the Division of Florida Condominiums, Timeshares & Mobile Homes, Florida Department of Business and Professional Regulation (DBPR):

The Education Initiative

The Education Section of the Division of Condominiums, Timeshares, and Mobile Homes (division) and the Planned Development Committee of the Real Property, Probate and Trust Law Section of the Florida Bar, have partnered to present the Florida Condo Education Initiative. It is available at: <https://www.gotostage.com/channel/c8281da84964400fb7d5be1fea083906>

Information on the Structural Integrity Reserve Study

A Special Presentation on Structural Integrity Reserve Studies in Condominiums Explained is available at: <https://register.gotowebinar.com/recording/3186890912327468123>

Note: enter an email address to access the webinar.

Educational Publications provided by the Division

Information on Meeting Notice Requirements, an Election Checklist, an Election Flow Chart, Proxy Information, a Mediation Information Sheet, and Variances and Waivers is available at: <https://www2.myfloridalicense.com/condominiums-and-cooperatives/condominiums-cooperatives-educational-publications/>

Frequently Asked Questions

Answers to the Frequently Asked Questions (FAQs) for condominiums is available at: <https://www2.myfloridalicense.com/condominiums-and-cooperatives/faqs/#1492784365532-2de8ec51-8297>

Senate Bill 154, Condominium and Cooperative Associations (2023)

Information on the implementation by DPBR of SB 154 is available at: <https://www2.myfloridalicense.com/condominiums-and-cooperatives/jurisdictional-sb154-information/>

Condominium Ombudsman

Information on the Condominium Ombudsman's Office, including the appointment of an Election Monitor and a Request for Access to Association Records, is available at: <https://www2.myfloridalicense.com/condominiums-and-cooperatives/condominium-ombudsman/#1511293779929-0f0323ae-621b>

DBPR is in the process of appointing a new Senior Ombudsman to oversee these services.

Condominium Complaints

Forms for Condominiums Complaints are available at: <https://www2.myfloridalicense.com/lsc/documents/cccomplaint.pdf>

Forms and Publications

Other Condominium Forms are available at: <https://www2.myfloridalicense.com/condominiums-and-cooperatives/ctmh-forms-and-publications/#1588260204038-7d6e4c07-95a5>



Town Commission Agenda Item Report

Meeting Date: August 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: Visitors Center Quarterly Report

Explanation:

The Visitor Center continues to attract guests and 2nd quarter 2024 activity increased over the same time period in 2023.

Quarter at a Glance:

- **Increased visits:** The 2nd quarter 2024 had **26% more visits** than the same period in 2023 (1071 in 2024 vs. 842 in 2023).
- **Volunteers:** We continue to have a very stable volunteer pool of seven. Each volunteer has a consistent weekly schedule, with 2–3-hour shifts alongside our part-time staff.
- **2nd Quarter 2024 Merchandise Sales:** We sold **139** LBTS branded items or \$2,138.00 at the Visitor Center, The Farmer's Market and Dive into Summer. We are also selling 75th Anniversary items.
- **Big Chair Pics:** Visitors cannot resist a pic in the big chair. We sent **15** big chair photos for Social Media consideration in the 2nd Quarter.
- **Town Topic Sign Ups:** For the 2nd quarter we processed **30** forms. Both locals and visitors want to know what is happening in Town.
- **Chamber Referrals:** We had **three** Chamber referrals in the 2nd quarter and two joined.
- **Town Event Support:** The Visitor Center supported Dive into Summer with volunteers and a Town table.
- **Librarians:** Our three Little Free Libraries located at the Visitor Center, Friedt Family Park and the Community Center now have librarians. Our VC staff and designated volunteers will make sure reading material is always available. Town residents, employees and the Commission are also encouraged to bring books (and take books).
- **New brochures/coupons:** The Center continues to curate new brochures, flyers and coupons for our locals and visitors.
- **Looking forward:**
 1. The new Town brochure, aka the Walking Map is in progress with the goal of being complete before season (September or October).

2. We look forward to hosting an open house in the Fall for our Town businesses.

Quarterly Stats & Insights

Daily Walk In Tally:

The Staff and Volunteers have a “tally sheet” and count each person who visits by day/date. For 2nd quarter, Monday and Tuesday were the busiest days. Saturday continues to be staffed from 9am to Noon.

2nd Quarter 2024 Walk In Total									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
191	17	50	51	44	31		384	14	0
58	64	45	66	32	46		311	25	3
44	52	33	46	57	36		268	38	2
50	45	15	27	32	21		190	32	2
27	44	0	13	10	3		97	9	0
370	222	143	203	175	137		1071	118	7

How Did You Hear About Us?

We ask visitors to sign in and let us know how they heard about us. We also ask them to rate our service which is always “excellent” or “Five Stars.”

Q2 2023	Total Sign Ins	How?	Repeat	Sign	Local	Online	Walk By	Referral
	250	181	7.18%	19.34%	4.42%	12.71%	44.75%	11.60%

Month over Month:

Below is a **month over month** comparison of walk-in guests for 2nd Quarter in 2023 vs. 2024. Obviously, as we enter the summer months visitor traffic will subside.

	24		
Mos	2023	2024	Increase/'23
Apr	330	565	41.6%
May	274	324	14.9%
Jun	238	182	-30.8%
Total	842	1071	25.9%

International and Domestic Travelers:

Visitors in 2nd quarter were mainly FL, domestic or Canada. Many other countries visited as well.

Where?	Apr	May	Jun
Local/Florida	21	12	15

Out-of-State	63	49	23
Canada	16	9	4
Germany	2	2	0
Total	102	72	42

Part-Time and Volunteer Staff:

Volunteer hours increased by nearly 20% first quarter 2024 over 2023. We are incredibly grateful for our team of seven volunteers and two part-time staff!

Q2 24	Part-Time	Volunteers	Total
	451	83.15	534.15

-
-

Merchandise Sales

We continue to sell at the Visitor Center and at some of the events. Top selling items include 75th Anniversary Beach Towels, Ballcaps and Wine Tumblers and average cost per item was about \$15.00.

Month	Amount	# Items
Apr	\$ 1,420.00	91
May	\$ 348.00	26
Jun	\$ 370.00	22
2nd Q '24	\$ 2,138.00	139

DiscoverLBTS.com:

The table below shows the most popular landing pages on Discoverlbts.com, with a period over period comparison.

	Q2 23	Q2 24	% Change
Landing Page	Apr-Jun	Apr-Jun	Apr-Jun
Events	3497	4780	26.82%
Hotels	664	734	9.54%
Restaurants	729	747	2.41%
Diving/Snorkeling	1635	1915	14.62%
Beaches/Parks	548	643	14.77%

Summary:

We had a highly successful second quarter 2024 and we look forward to the rest of the year!

Recommendation: N/A

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: August 27, 2024

Submitted By:

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes for July 9, 2024 and July 23, 2024 meetings

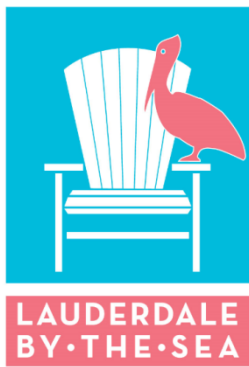
Explanation: Draft minutes for approval for the following meetings:

- July 9, 2024 Special Commission Meeting
- July 9, 2024 Regular Commission Meeting
- July 23, 2024 Special Commission Meeting
- July 23, 2024 Regular Commission Meeting

Recommendation: Accept/Approve

Exhibits:

1. 7-9-24 Regular Commission Minutes
2. 7-9-24 Special Commission Minutes
3. 7-23-24 Regular Commission Meeting Minutes
4. 7-23-24 Special Commisison Meeting Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, July 9, 2024
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:45 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos (by phone), 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, Events and Marketing Manager 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

a. 4th of July Presentation

Events and Marketing Manager Katie Anderson gave an overview of the Town's recent 4th of July celebration. She recognized Commissioner Pouloupoulos, who served as Chair of this year's event, for his work with Town Staff and other partners.

51 registered groups participated in this year's parade, and an estimated 3,000 individuals attended Family Fun Day and other festivities along the parade route. Eight donors provided \$5,100 in sponsorships of the event, and \$6,000 was earned from

event-rate median parking. The earned media from news coverage of the day's events was estimated at \$275,490, including the cover page of the *Sun-Sentinel*.

Events and Marketing Manager Anderson thanked the event's sponsors and participants, as well as the Broward Sheriff's Office (BSO), Pompano Beach Fire/Rescue (PBFR), Public Works Staff, and all Town Staff who helped make the event a success. The Mayor and Commissioners thanked all involved with the parade and activities.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Paula Morelli, resident, stated that she is a regular beachgoer, and emphasized the need for greater beach safety. She pointed out that not all beachgoers use the Town's portals and urged the Commission to consider safety for swimmers. She recommended bringing back the beach safety carts previously used by the Town's Volunteer Fire Department (VFD), which traversed the length of the Town's beaches.

Michael Morelli, resident, also spoke in favor of greater use of beach safety carts, and encouraged the Town to provide its hotels and condominiums with written guidance which could be shared with beachgoers.

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

7. PUBLIC SAFETY DISCUSSION

a. PBFR June 2024 Public Safety Report

Fire Marshal Ashley Zalewski, representing PBFR, reported that there were 128 calls in June 2024.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors stated that the Governor has vetoed Senate Bill (SB) 280, which addressed vacation rentals. The vetoed bill would have limited the Town's

ability to pass any new local measures which applied to vacation rentals. She recognized State Senator Jason Pizzo and State Representative Chip LaMarca for their support in opposing the bill.

The Yoga-By-The-Sea program costs the Town \$2,000 per year and is held Tuesday and Thursday mornings during the season in El Prado Park. It is open to all residents.

A new Mobi-mat has been ordered for the Cristelle Condominium beach entrance and will hopefully be installed by the end of July.

There is ongoing discussion of how to slow traffic on El Mar Drive, as speed humps are not an option in that area. Staff is reviewing the costs of lighted warning signs at the El Prado Park crosswalks and will bring information back to the Commission for further consideration.

The Village of Sea Ranch Lakes has offered to pay for landscaping along Pine Avenue if Lauderdale-By-The-Sea will install it. Town Manager Connors advised that she has requested an estimate and design for this project, which will be brought before the Commission. Sea Ranch Lakes has indicated an interest in planting Spanish bayonet plants along the wall which separates the Town and the Village. She requested Commission direction on this project, adding that if the Commission elects to proceed, Staff will reach out to Pine Avenue residents before taking any action. She recommended an inter-local agreement for Village maintenance of plants and landscaping if this project moves forward.

Mayor Malkoon commented that residents along Pine Avenue have previously requested landscaping and maintenance of the subject area, which currently lacks irrigation. He suggested that the Town may be able to enhance ground cover in that location.

Commissioner DeNapoli requested clarification of the cost of the Mobi-mat. Town Manager Connors estimated that it cost approximately \$10,000 and extends from the sidewalk to the opening of the beach. She further clarified that the mat is provided for public access.

Commissioner DeNapoli also asked for next steps in revisiting the enforcement process for vacation rentals. Town Manager Connors explained that Staff had awaited action on SB 280 before sending updated information to residents. They have prepared a draft brochure which will be mailed to residents in the next few weeks.

Vice Mayor Strauss cautioned that the Spanish bayonet plants proposed for Pine Avenue are very toxic to dogs, and recommended considering another alternative for that location. He also proposed installing plants that do not require a great deal of water. Commissioner Pouloupoulos agreed with these suggestions.

It was determined that Staff would communicate further with Sea Ranch Lakes to determine the best options for ground cover, and would send additional notice to Pine Avenue residents so they can become involved in the process.

Town Manager Connors concluded that the lighting and tree bases in Ocean Plaza have been updated. These upgrades complete the improvements to the Downtown area, which came in roughly \$130,000 under budget.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. Approval of Minutes

Mayor Malkoon clarified that the minutes presented for approval were from the June 11, 2024 budget workshop and regular Commission meeting minutes.

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. Beach Safety Survey Results

Town Manager Connors recalled that at the June 11, 2024 Commission meeting, the Commissioners asked that Staff survey the Town's residents for their feedback on safety options for the Town's beaches. The survey was drafted, reviewed by the Commission, and sent to residents on June 24 and to businesses on June 27. It was advertised on the Town's social media pages and distributed to the email addresses which receive regular updates.

An estimated 5,100 individuals were reached by the survey, and over 531 people responded, 373 of which came from residents and 13 from the business community. Responses were as follows:

- 58% of residents and 27% of businesses felt the Town's beaches are safe
- 23% of residents and 50% of businesses were in favor of lifeguards
- 24% of residents and 25% of businesses wanted a Beach Code Ambassador
- 30% of residents and 58% of businesses were willing to use tax dollars to pay for the aforementioned beach safety

The response from residents was considered sufficient to meet statistical standards. Staff has a 95% confidence level that the survey results were reflective of the Town's resident population. The responses from the business community, however, did not meet statistical standards.

Mayor Malkoon recalled that earlier in the year, he has written an editorial for the *Pompano Pelican* suggesting that he wished to see a survey of residents in order to provide a broader range of the community. He also recalled that the Commission had acted responsively following the death of Sloan Mattingly, passing an Ordinance which addressed digging on the beach and developing a marketing plan for this message which could be adapted to other communities.

Mayor Malkoon continued that the survey results indicate 75% to 76% of residents do not want lifeguards or Beach Code Ambassadors, nor do they want their tax dollars spent for these purposes. He concluded that he was in favor of a Beach Code Ambassador, who could address the concerns raised during public comment as well as other safety and Code issues on the beach.

Code Enforcement funding for the fiscal year (FY) 2025 budget is currently in flux, as the Town's Code Enforcement provider did not offer a reasonable cost. The Commission will look at Code Enforcement options more closely, including whether or not the Town wishes to go out for bid for these services or bring them in-house.

Commissioner Graziano stated that he was in favor of providing written beach guidance to the Town's condominiums and hotels, as proposed during public comment. Town Manager Connors confirmed that Staff has developed language for fliers which will be sent to businesses and residential buildings on the beach.

Commissioner Pouloupoulos observed that the survey represented a response from approximately 10% of the Lauderdale-By-The-Sea community; however, he asserted that it would be a mistake for the Town not to have lifeguards and/or beach patrols. He remained in favor of providing two to three lifeguards and lifeguard stands, and emphasized the necessity of making a decision which may not be popular.

Commissioner Pouloupoulos continued that the Town now provides fewer safety measures on its beaches than were provided by the VFD one year ago. He strongly asserted that it would not be the right decision for the Town to continue as the only municipality in Broward County which does not have lifeguards on its public beaches.

Mayor Malkoon addressed the concerns raised during public comment, requesting clarification of the level of coverage on the Town's beaches. Deputy Town Manager/Public Works Director Ken Rubach advised that as of 2021, the VFD had patrolled the beaches for approximately 100 to 120 hours per month, which came to roughly three to four hours of coverage per day. These estimates, however, could not be verified, nor was a scope listed for the patrols. He did not have information on what type of training was given to beach patrol personnel.

Deputy Town Manager/Public Works Director Rubach continued that when PBFR began its contract as Fire/emergency management services (EMS) provider, they brought one of their own beach carts to be used in addition to the Town's cart. He characterized PBFR's equipment as superior to the Town's cart.

Fire Marshal Zalewski, again representing PBFR, advised that depending upon the crew available, PBFR seeks to patrol the beaches twice per day, with each patrol lasting 30 minutes to one hour as the cart travels the length of the entire beach. She estimated that this is roughly two hours of service per day. The cart used by PBFR includes a stretcher, backboard, flotation devices, medications, and other emergency lifesaving devices. Mayor Malkoon noted that BSO also provides an additional presence if possible.

Mayor Malkoon concluded that PBFR's services can be considered equal to or better than those provided by the VFD, as VFD volunteers were not required to be certified to provide emergency medical services.

Vice Mayor Strauss proposed that in addition to PBFR and BSO services, the Town may potentially use members of its Citizen Observer Patrol (COP) program for some level of beach patrol. BSO Captain Bill Wesolowski explained that the Town has a robust COP program with 28 active volunteer members who are trained in radio procedures and attend monthly meetings for additional instruction on aspects of BSO activity. A utility vehicle is assigned to these members for beach patrols.

Vice Mayor Strauss asked if COP volunteers might be able to provide a greater presence on the Town's beaches. Captain Wesolowski advised that BSO would encourage this.

Commissioner Pouloupoulos stated that there is currently no entity under contractual obligation to the Town to provide water rescue or water safety services. While he agreed that the Town has a vibrant COP presence, he pointed out that these individuals are not trained in water safety or rescue. He also noted that incidents in the water are more likely to happen than incidents on the beaches.

Commissioner Pouloupoulos continued that there is a division between residents who do not want expansion and those who prioritize public safety. He characterized the need for greater public safety as common sense, and concluded that the Town and the Commission should acknowledge existing safety issues.

Commissioner Graziano observed that beach safety begins with the individual, and that issues of poor judgment are not always corrected by municipal enforcement. He added that he had been supportive of the survey, which showed that roughly 75% of Town residents do not want lifeguards on the beaches. He further clarified that this is not because the residents do not want to pay for lifeguards, but because they do not believe lifeguards are needed.

Town Manager Connors requested direction from the Commission regarding next steps by Staff, including whether or not the upcoming budget should fund a study. Mayor Malkoon replied that he would like the Town to continue learning about what can be provided by Code Enforcement, such as Beach Code Ambassadors.

Vice Mayor Strauss recalled that when there had been previous Commission discussion of a study to determine the Town's options for lifeguards, the cost of this study had been a factor. Due to the majority response to the survey, he was not in favor of proceeding with a study at this time. Vice Mayor Strauss concluded that he remained open to further discussion of Beach Ambassadors or greater use of COP members.

Commissioner Poulopoulos asked if the Commission can vote on further action to be taken. Town Attorney Trevarthen confirmed that they may vote, as the Town Manager has requested direction for next steps.

Mayor Malkoon requested clarification of whether Commissioner Poulopoulos intended to address lifeguards in general or the previously discussed study. Town Manager Connors clarified that she would like to know if the Commission wishes Staff to look into having a study performed, or to move forward with adding the costs associated with lifeguards into the Town's budget.

Commissioner Poulopoulos advised that he was in favor of a study, and wished to take a formal vote on lifeguards for the record as well.

Commissioner Poulopoulos made a motion to include lifeguards in the budget for the 2025 calendar year. [The motion died for lack of second.]

b. FPL Easement Request – 231 and 241 Shore Court

Development Services Director Jhanelle Campbell stated that Town Code Section 20-92 requires that all residential and non-residential development install underground power lines. In accordance with this Section of Code, the developer of 231 and 241 Shore Court is seeking to bury the power lines for those two properties.

The developer has submitted plans for Florida Power and Light (FPL) to bury these lines between the two duplexes as depicted in the Staff Report. FPL denied these plans and is instead requiring that the lines be installed either within the Town's right-of-way along Seagrape Drive or within an easement on property not owned by the developer.

Development Services Director Campbell added that she has met with the developer as well as an FPL engineer to review potential alternatives for the site. The developer has contacted the property owners behind the subject properties, but did not receive permission to explore the option of an easement outside his own property.

The only option remaining to the developer is a directional bore under the sidewalk alongside Seagrape Drive. To carry out this task, the attached agreement must be executed by the Town. The agreement would allow FPL to bury the power lines; however, should the Town choose to undertake any future project that would require those lines to be moved, this would need to be done at the Town's expense.

The Town would need to come up with a separate agreement between itself and the developer to ensure that the developer pays the cost of installing the power lines. The developer would not be issued a certificate of occupancy (CO) until the Town can confirm that this was paid.

Mayor Malkoon observed that all parties have attempted to reach an agreement on this issue, and he did not take issue with the proposed solution. Development Services Director Campbell confirmed that the developer understands he would have to cover the cost of installation, although the Town has not yet provided him with a copy of the agreement. Once the agreement has been drafted, it will come back to the Commission for approval before it is presented to the developer.

Commissioner Graziano asked why FPL had denied the request to bury the lines. He asserted that he found it unacceptable for FPL to dictate what the Town may or may not do. Development Services Director Campbell replied that the information provided to Staff indicated that FPL's standards or policies have changed since the completion of the other buildings in the subject project. Because their truck would not be able to drive directly up to the equipment between the two buildings, as there is inadequate space, FPL could not proceed with approval.

Development Services Director Campbell reiterated that before moving forward with the execution of the proposed agreement, Staff would first draft a separate agreement with the developer to arrange how the funds would be received for payment related to the directional bore.

Vice Mayor Strauss made a motion, seconded by Commissioner Pouloupoulos, to approve. Motion carried 4-1 (Commissioner Graziano dissenting).

14. COMMISSIONER COMMENTS

Commissioner Pouloupoulos addressed lifeguards and beach safety, stating that he would always be in favor of safety as the Town's first priority. While BSO and PBFR provide excellent services to the Town, he believed it is still missing the beach safety

required for a municipality with a significant population of residents and visitors who use the beach.

Commissioner Pouloupoulos continued that while he accepted the results of the survey, he believed elected officials must sometimes make difficult and unfavorable decisions. He concluded that lifeguards would not change the Town's dynamics, but would provide an additional layer of safety.

Vice Mayor Strauss thanked all who participated in the 4th of July festivities. He added that the Hillsboro Inlet District, which is a taxing district assigned responsibility for dredging the Hillsboro Inlet and bypassing sand, is addressing the issue of a property owner who wishes to build a very large dock on the south side of the jetty. Hillsboro Inlet, as well as Lauderdale-By-The-Sea, Lighthouse Point, and other nearby municipalities, have issued Resolutions opposing construction of the dock, as it would interfere with the dredging and bypass of sand. He concluded that he will keep the Town updated on this ongoing matter.

Commissioner Graziano thanked Staff for their work on the 4th of July parade and events. He also addressed FPL, expressing concern with their response when contacted by members of the community. He felt it was best for the Town as well as for FPL if utilities are buried, and concluded that he was concerned with the response of public utilities to residents' concerns.

Commissioner Graziano concluded that he urged individuals swimming in the ocean to use good judgment and take care.

Commissioner DeNapoli also thanked all involved with the 4th of July events. With regard to Code Enforcement and vacation rentals, he recommended that the Town examine all its options, including a request for proposal (RFP) for new options in addition to the firm currently used. This may include bringing Code Enforcement in-house, which could allow them to patrol the beach during certain times. He emphasized that the Town may be able to use its COP volunteers rather than specifically appointing a Beach Ambassador.

Commissioner DeNapoli continued that he was pleased with the Governor's veto of SB 280, and recognized the efforts of residents, Commissioners, state elected officials, and the Town's lobbying team in working toward the veto. He felt the Town should now move forward with some of the ideas discussed at the recent vacation rental workshop, as he felt the existing process was in need of work.

Mayor Malkoon also thanked Staff for their work on the 4th of July event. He advised that he recently attended a regional conference of the Florida League of Mayors, which included a roundtable discussion on mental health. He will bring initiatives related to this discussion to the Commission in the future, suggesting that there are more ways in which the Town can support mental health objectives.

Mayor Malkoon added that he, Town Manager Connors, and Deputy Town Manager/Public Works Director Rubach meet on the second Monday of each month at the portico at 9 a.m. He encouraged residents who may wish to informally discuss issues to stop by this meeting.

Mayor Malkoon also noted that Lauderdale-By-The-Sea will host a local group of mayors from Broward County Commissioner Lamar Fisher's district later in the fall.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:10 p.m.

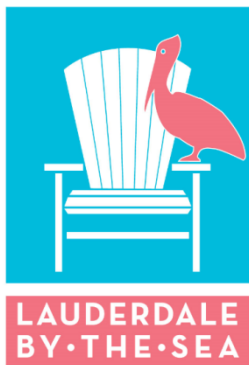
Mayor Edmund Malkoon

Lauderdale-By-The-Sea
Regular Town Commission Meeting
July 9, 2024

ATTEST:

Katrina Adler, Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SPECIAL MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, July 9, 2024
5:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 5:30 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos (by phone), 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, Events and Marketing Manager Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. NEW BUSINESS

- a. **Resolution 2024-23: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN; DESCRIBING THE METHOD OF ASSESSING FIRE PROTECTION ASSESSED COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN'S GEOGRAPHICAL BOUNDARIES, KNOWN AS FIRE PROTECTION ASSESSMENT AREA – TOWNWIDE; ESTABLISHING THE ESTIMATED RATES FOR FIRE PROTECTION SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; PROVIDING FOR AN INCREASE IN RATES FOR FIRE PROTECTION SERVICES OF FIVE PERCENT EACH FISCAL YEAR BEGINNING OCTOBER 1, 2025 THROUGH AND INCLUDING 2037; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL FOR FIRE PROTECTION ASSESSMENT AREA – TOWNWIDE; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

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

Director of Budget and Finance Lucila Lang recalled that a Fire service fee assessment analysis was performed in 2022, and the Commission adopted its recommendation, which was to increase the rates for residential dwellings to \$147.37 and increase the rates for commercial properties per square foot to 22 cents. These rates took effect in fiscal year (FY) 2023.

In July 2023, the Town contracted with the city of Pompano Beach to provide fire protection services. This contract began on September 1, 2023 at an annual rate of \$1.4 million. This rate included fire protection and emergency medical services. At present, the allocation for this payment is 65.51 for fire protection, which comes from the Fire Fund, and 34.49 for emergency medical services, which comes from the General Fund.

The Town's contract with Pompano Beach Fire/Rescue (PBFR) calls for a 5% annual increase. The Town also has administrative and maintenance costs, as well as the allocation of \$300,000 annually toward a new public safety facility. Expenses consist of payments to the Broward County Property Appraiser to expend the special assessment on the County's tax rolls, fire inspection fees, building maintenance, and a transfer to the General Fund.

To cover the payment to Pompano Beach as well as the expenses cited above, the Town recommends an increase to \$175.37 for residential dwellings and an increase to 26 cents per square foot for commercial properties. These increases will produce approximately \$1.4 million to \$1.8 million, of which the Town budgets 95%. The total would be \$1.347 million.

The new rates would reflect an annual increase of \$20 for residential properties, with the annual commercial increase to be based on the square footage of commercial properties.

Director of Budget and Finance Lang briefly reviewed the payments associated with some of the Town's commercial properties, which include square footages ranging from 1,237 sq. ft. to 19,664 sq. ft. If the proposed rates take effect, the increase would range from \$49.48 to \$786.56 for these properties. Multi-purpose buildings, which combine commercial and residential uses, would see an increase from \$61.48 to \$3378.60.

If the Town does not process the proposed increase, they would be able to cover the PBFR contract and other expenses, but would be unable to set aside the \$300,000 toward the new public safety building. Maintaining the same rate in FY 2025 would also mean the increased rate in FY 2026 would increase sufficiently to put the Town in a deficit.

Mayor Malkoon asked if only \$300,000 is set aside for the public safety building each year, or if interest is also saved toward this expense. Director of Budget and Finance Lang explained that only \$300,000 comes from the Fire Assessment. The Town has also discussed putting interest income toward this future need.

Commissioner DeNapoli commented that the proposed \$28 increase is approximately 19% higher than the \$147.37 rate. He also noted that the \$500,000 requested from the state of Florida was vetoed by the Governor, and asked if the increase is expected to make up for the vetoed amount. Director of Budget and Finance Lang clarified that the Town has set aside the \$300,000 for the last two years. If no funds are set aside in FY 2024 for the public safety building, the increase would be lower.

Commissioner DeNapoli also requested clarification that the PBFR contract calls for a 5% increase every year through 2037. Director of Budget and Finance Lang confirmed this amount. Town Manager Linda Connors added that 5% is a standard increase in contracts of this nature.

Director of Budget and Finance Lang further clarified that if the Town continued at its current rate, it would have enough funds to cover the contract but not to set aside the \$300,000. Next year's 5% increase would result in a shortfall even without setting aside the \$300,000.

Vice Mayor Strauss requested an overview of the Town's increases to the Fire Fund over the last five years. Director of Budget and Finance Lang recalled that in 2016, the rate was \$129.85, and remained static until it was increased to \$147.37 based on the 2022 analysis. It has not increased since 2022.

Vice Mayor Strauss continued that while the Town has kept its millage rate low in recent years, the Commission realized last year that the millage rate must be raised. The Town still retains one of the lowest millage rates in Broward County. He recommended taking a realistic view of this rate, which must be raised to meet the Town's needs; however, the question was whether or not to continue setting aside \$300,000 per year for the public safety building.

Director of Budget and Finance Lang also noted that Resolution 2024-23 gives the Commission authority to increase the Fire Assessment up to 5% every year through the end of the contract with PBFR. Vice Mayor Strauss noted that the total increase proposed for FY 2025 is 19%.

Town Manager Connors also provided more information on the cost of the Town's fire services, recalling that the Town's Volunteer Fire Department (VFD) was not trained in emergency medical services. This meant the Town contracted separately with American Medical Rescue (AMR). Both of those contracts combined cost approximately \$2 million. The change to PBFR allowed the Town to save \$600,000 beginning in the first year of the contract.

Town Manager Connors continued that because AMR was not paid from the Fire Assessment, 100% of its costs were funded by the Town's millage rate. When the Town contracted with PBFR, they paid approximately 35% of this expense from the millage rate and 65% from the Fire Assessment. This resulted in significant savings to the millage rate. She advised that while 5% seems like a significant increase, the Town worked hard to secure the best price and lowest increase possible. With the 5% increase, the Town will still pay less over the next several years than it paid the VFD.

Town Manager Connors continued that two years ago, the Commission decided to put away a significant amount of money every year toward a new public safety building. There is currently \$600,000 saved toward this expense, to which the \$300,000 proposed in FY 2025 will be added.

If the \$300,000 is not allocated in FY 2025, the Town would need to determine how the building will ultimately be funded. Town Manager Connors emphasized the importance of saving for the public safety building, adding that Staff plans to recommend keeping last year's millage rate of 3.9235. This is also a very low rate, and is different from the ad valorem rate, which is tied specifically to property values.

Commissioner Graziano stated that he took a different view of the proposed assessment, as he opposed tax increases. He recommended that the Town consider borrowing money for the public safety building, and advised that he would like to know how much the Town should budget to pay its bills. He cautioned that the amount of funds saved for the public safety building may not be sufficient to cover the design of the building.

Commissioner Graziano continued that the Town may wish to consider selling the FDG North building, with the proceeds to be used to lessen the amount they may have to borrow.

Vice Mayor Strauss observed that the Fire Assessment does not increase the same way the millage rate may increase, as it is not linked to property values. He emphasized that the Commission needs to take steps to meet the 5% increase for which they have contracted, and should also be aware of the savings realized by moving away from a separate contract with AMR.

Vice Mayor Strauss continued that the Commission elected to move toward a new public safety building several years ago, first purchasing the space where the building would be located and then budgeting funds each year toward constructing a more modern building. He reiterated that the proposed FY 2025 rates remain significantly lower than those of other Broward County municipalities. He concluded that he was in favor of moving forward with Staff's recommendation.

Commissioner Pouloupoulos also pointed out that the Fire Assessment does not follow property values, and acknowledged the Town's commitment to its contractual obligations. He asserted that the Town should continue the practice of the previous Commission by saving money for a new public safety building for the responders who protect residents and visitors.

Commissioner Pouloupoulos continued that he would rather increase the Fire Assessment than the millage rate, and would also like to consider using money from the Parking Fund to finance the new building. He noted that the Town has not previously issued a bond or other financing to his knowledge, and he was not in favor of taking this step at present due to current interest rates.

Commissioner Pouloupoulos requested clarification of the expected costs of a new public safety building. Town Manager Connors replied that Staff has generally reviewed potential costs and has estimated that a new public safety building, which would house Broward Sheriff's Office (BSO) and PBFR staff, would cost approximately \$10 million. The standard cost for design is 10% of the total, which in this case would be roughly \$1 million. Once the design phase is complete, Staff can determine whether or not their estimate is correct and move forward with discussion of how to pay for the building.

Town Manager Connors added that Staff does not plan to request any extravagances for the new public safety building, but only what is necessary. Another consideration

may be parking and the use of parking fees to fund the new building. She reiterated that plans for this year include using the saved \$600,000 and the proposed \$300,000 toward the design of the building, which would then be brought back to the Commission with an estimate as well as potential ways to pay for the structure.

Commissioner Pouloupoulos stated that he would like to meet with PBFR to discuss what they consider necessities for the public safety building, as well as other items that they may wish to see. He noted that this project will be ongoing for the next few years and recommended that the Town look into how they can lower the \$10 million estimate.

Town Manager Connors advised that the 2021 Fire Assessment analysis considered the basic needs of a new public safety building. Staff has also worked with PBFR to determine what their new buildings include and how this might translate to what the Town needs for its smaller community.

Commissioner Pouloupoulos concluded that he agreed with Vice Mayor Strauss and was in favor of accepting Staff's recommendations for the Fire Assessment.

Commissioner DeNapoli requested clarification of a listed amount of \$960,059 in the backup materials on this Item, noting that it is explained as an allocation for administrative costs and design of the public safety building. Director of Budget and Finance Lang replied that this amount includes the \$600,000 already set aside for the public safety building and the \$300,000 proposed to be set aside in FY 2025. The \$60,059 would be transferred to the General Fund to cover administrative and building maintenance costs.

Commissioner DeNapoli also requested more information on the previous Commission's past actions toward setting aside \$300,000 each year. Town Manager Connors replied that two years ago, the Commission decided to save \$300,000 toward a new public safety building, which led to the \$600,000 that has already been set aside.

Commissioner DeNapoli asked if a vote was taken by the previous Commission to set aside \$300,000 annually. Town Manager Connors confirmed that this vote was taken on the Fire Assessment for the past two years.

Commissioner DeNapoli observed that costs associated with the new building may increase in the future beyond what is currently anticipated. Town Manager Connors explained that Staff recommends using the savings currently in place to begin the

design and planning of the building. She agreed that the longer construction is postponed, the more expensive it may be.

Commissioner DeNapoli asked if the Town plans to continue setting aside \$300,000 each year toward the eventual \$10 million total estimated cost of the public safety building. Town Manager Connors advised that this is not what is planned, as the building is likely to cost more than \$10 million if it is postponed for that length of time. She reiterated that Staff recommends beginning the design phase so they can bring the design back to the Commission and discuss how the building will be financed.

Commissioner DeNapoli asked how the building might be funded without a loan. Town Manager Connors replied that financing could involve a loan, bond, or millage rate increase.

Commissioner DeNapoli commented that setting aside this amount of money for a new public safety building was similar to backing oneself into a corner. Mayor Malkoon replied that there will be discussion of whether or not the Commission feels the community should have a new public safety building, and if so, how to pay for it. The intent of the previous Commission was to set aside a small portion at a time toward the total cost.

Town Manager Connors stated that in the future, there will be a Commission Agenda Item to discuss issuing a request for proposal (RFP) for the design of the building, at which time the Commission can decide if that is how they wish to move forward.

Mayor Malkoon added that another potential means of funding the new building may be to continue lobbying the State Legislature for grant funds. Commissioner DeNapoli recalled that these funds were vetoed in FY 2025 by the Governor.

Commissioner Graziano stated that while he opposed tax increases, in this case the Town must consider the \$300,000 an investment in longer-term planning. He also noted that it is likely the Town may need to consider previously unused methods of financing, such as a loan, for the proposed building. He concluded that he was in favor of the \$28 increase for this reason.

Director of Budget and Finance Lang reiterated that the \$28 is a non-ad valorem assessment and is not based on property values. It is a flat fee.

Town Attorney Susan Trevarthen further clarified that a special assessment is not a tax, but is more accurately considered a user fee. It is aligned specifically between the costs the Town incurs and the expense of money toward those costs. She also noted that local governments have limited options for raising revenue, and there are only a few ways in which the Town might raise the funds it needs.

Commissioner Pouloupoulos observed that the previous Commission considered the public safety building to be of the utmost importance. He did not, however, believe its cost would be \$10 million, and also felt that estimating the design cost at 10% of the total was a high estimate. He stated that he would like to participate in the negotiations related to the design phase, and may be able to recommend local architects who could do this work at a lower cost.

With regard to the general concept of financing, Commissioner Pouloupoulos felt the Town should be creative in how it sought money for this building, as he was not confident the state of Florida would provide it. He pointed out that the Town has significant assets, and suggested reviewing what could be done with these in the future to improve liquidity. He also proposed seeking private donors who may contribute to a new building.

Mayor Malkoon stated once more that if the Town does not set aside \$300,000 in FY 2025 toward the new public safety building, its Fire Assessment could remain the same; however, it would have to be raised by 5% the next year in any case.

Commissioner DeNapoli commented that there are many increasing expenses for residents, including homeowners' insurance and property taxes. He concluded that he was not in favor of voting for significant increases.

Commissioner Graziano advised that \$28 is a minimal amount for the Commission to consider, and asked if there is likely to be enough money for the design phase of the proposed building if another \$300,000 is set aside in FY 2025. He felt the Town should move forward with the design phase in order to determine projected costs, and then discuss how the building would be funded later.

Deputy Town Manager/Public Works Director Ken Rubach explained that standard design costs in Florida are currently 10% to 12% of a project. While there are many qualified architects and design firms who could take on this work, some are more specialized than others when designing a building with specific needs and

requirements. For this reason, the costs of designing a public safety building will exceed the costs of a typical residential or commercial building.

Commissioner DeNapoli commented that he wished to see a “total package” for the public safety building, which would include options for its financing.

Deputy Town Manager/Public Works Director Rubach recalled that in 2021, a firm conducted a needs analysis in conjunction with BSO, AMR, and the VFD to determine their needs. Because the configuration of these entities has changed, the Town reduced proposed costs accordingly and determined an inflationary number. The project’s estimated costs would be based on current comparable builds within the area.

Commissioner Pouloupoulos requested additional clarification regarding design costs, including what these costs might include. Deputy Town Manager/Public Works Director Rubach replied that this would include all of the building’s needs including architecture, structural requirements, HVAC, exhaust, and other systems. Design would not be limited to architectural drawings alone and would not be limited to the requirements of a typical commercial, industrial, or residential structure.

Commissioner DeNapoli asked if the Town has spoken with any design firms that specialize in this type of structure. Town Manager Connors advised that at present, Staff is only asking to continue the savings toward the projected design costs. There have been no discussions with contractors thus far.

Town Attorney Trevarthen explained that if the Commission changes its mind about proceeding with a new public safety building, the saved funds would continue to be used toward fire protection purposes, less the amount expended toward preliminary work. One option could be to use those dollars toward future increases in the Fire Assessment rate.

Commissioner Graziano made a motion, seconded by Vice Mayor Strauss, to approve the \$28 and bring forward a proposal that includes \$900,000 toward this project, with that money to be used toward the design work.

Director of Budget and Finance Lang clarified that the increase for residential properties would be \$28, and the increase in commercial property would be four cents per square foot.

Motion carried 4-1 (Commissioner DeNapoli dissenting).

b. FY25-FY29 Capital Improvement Plan 5-Year Overview

Deputy Town Manager/Public Works Director Rubach provided a brief overview of the Capital Improvement Plan (CIP) budget from FY 2026 through FY 2029. He emphasized that the CIP can be altered in the future. The FY 2025 CIP will be included in upcoming discussions of the next budget.

FY 2026 plans include:

- Beach portal construction, for which FY 2025 grant funds will be used toward design
- Final beach renourishment payment
- Phase 1 construction of Bougainvillea Drive/Poinciana Drive
- Americans with Disabilities Act (ADA) -compliant crosswalk improvements
- Phase 1 of construction for the new public safety building

FY 2027 and later plans include:

- \$8 million (estimated) toward the new public safety building
- Roadway paving and refurbishment
- Traffic calming projects and neighborhood beautification

Commissioner Graziano commented that there are infrastructure improvements needed in neighborhoods such as Terra Mar and Bel Air. Deputy Town Manager/Public Works Director Rubach replied that this will be based on the Commission's allocation of funds for those projects.

Commissioner Graziano explained that he was referring to a listing of \$500,000 under CIP projects for the design of the public safety building. He pointed out that the Commission had just voted to allocate \$300,000 toward this phase. Deputy Town Manager/Public Works Director clarified that a portion of the proposed CIP expenses in FY 2025 will be paid for from the Fire Fund, with the rest to come from the General Fund and Parking Fund. These will be included in the budget when it is brought before the Commission.

Commissioner Graziano asked if the \$500,000 to which he was referring was included in the \$900,000 that would be used toward design of the new public safety building or was in addition to it. Deputy Town Manager/Public Works Director Rubach advised that because the building is intended for general public safety, it cannot be funded solely through the Fire Fund. A portion of this expense will need to come from other funds,

such as the General Fund and Parking Fund. The \$300,000 will be used toward design, eventual construction, or possibly the payment mechanism chosen by the Commission.

Commissioner Graziano again requested where the \$500,000 would go. Deputy Town Manager/Public Works Director Rubach explained that because all of the money from the Fire Fund cannot be used, as the building will not be constructed solely for Fire services, 100% of the \$900,000 cannot be used toward the design.

Town Manager Connors further clarified that the Town has to show that it is not using 100% of funds from the Fire Fund to pay for the public safety building, as public safety also includes emergency medical and Police services. The remaining money in the Fire Fund after the design phase can be used toward other costs of the new building.

Commissioner Graziano asked what percentage of the \$900,000 can be spent toward the public safety building design. Town Manager Connors replied that the Town must provide a rational nexus explanation, which includes the rationale for what is being designed and what is spent toward it. Deputy Town Manager/Public Works Director Rubach added that the square footage of the new building which would be used by the Fire Department could be funded with money from the Fire Fund. This square footage is not yet known.

Commissioner Graziano asked what could be done with the remainder of the \$1.4 million in the Fire Fund if it is not needed for design work. Deputy Town Manager/Public Works Director replied that this money would remain in the Fire Fund and can be used toward construction of the new building.

Commissioner Graziano advocated for the allocation of more CIP funds toward infrastructure, noting that in addition to the proposed work on Bougainvilla and Poinciana Drives, there are other areas throughout the Town which are in need of work.

Commissioner DeNapoli asked if the CIP presented tonight was primarily a wish list, and the Commission would be asked to vote on allocations later. Deputy Town Manager/Public Works Director Rubach reiterated that after FY 2025, the CIP is effectively a road map. The Commission will not vote on the expenses slated for FY 2026 until they approve the FY 2026 budget next year. He added that there is also no formal vote requested on the FY 2025 CIP at this time, as it will be presented with the remainder of the FY 2025 budget.

Commissioner DeNapoli asked for “the average” that the current millage rate could fund in the CIP. Deputy Town Manager/Public Works Director Rubach replied that this is not known, as it is a moving target based on the year, changes in operating costs, and how much is allocated to the CIP from different funds.

Town Attorney Trevarthen explained that local governments are required to have a CIP; however, actual costs may not be known until they act to spend the money. It is a mandated governmental planning process for the expenditure of funds.

Commissioner Graziano asked if other infrastructure projects could be presented as part of the FY 2025 CIP when it comes before the Commission. Deputy Town Manager/Public Works Director Rubach explained that this is one reason the CIP is presented to the Commission so they can discuss it with Staff.

4. ADJOURNMENT

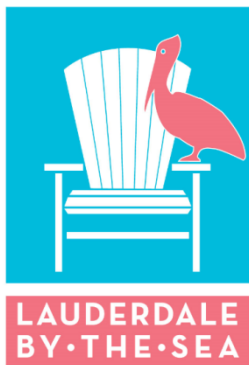
With no other business to come before the Commission at this time, the meeting was adjourned at 6:36 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



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

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:30 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli (by phone), Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Public Works Supervisor Leroy Chasmer, 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, Events and Marketing Manager Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Rabbi Bentzion Singer gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Presentation of Bioswales

Allison Zack, representing the Lauderdale-By-The-Sea Garden Club, gave a presentation on bioswales, explaining that the Garden Club proposes a bioswale project in conjunction with the Town.

Ms. Zack addressed the intrusion of saltwater as an aspect of sea level rise, which is expected to increase by 40 in. between 2017 and 2070. Stormwater management will include the need to decrease flooding and erosion, retaining runoff water, filtration of

pollutants, and more. It will also lead to a need to decrease saltwater intrusion and replenish aquifers with more purified stormwater.

One step that the Town can take, along with other Broward municipalities, is development of bioswales, which capture runoff and temporarily store it. Bioswales allow runoff water to slowly seep into the soil before filtering down through the roots of native plants. The water then goes into secondary filtration by gravel or stone before purified water reaches the aquifer.

The Garden Club proposes to use funds provided to them by the Town to create a demonstration bioswale project at a location in Town where there is an existing need. This can show how bioswales work and educate the community about the importance of water conservation. The Club would identify a location, develop a timeline, and create a plan.

Commissioner Pouloupoulos asked if the Garden Club has identified specific locations within the Town where the bioswale demonstration could be installed. Ms. Zack replied that criteria for selection include a location that is currently having issues with stormwater, as well as a place with high visibility so passing drivers and pedestrians could see signage with bioswale information. She concluded that the Garden Club was willing to follow the Town's recommendation.

Commissioner Graziano asked if the selected location has to have a grass foundation, or if bioswales could be placed in areas where there is currently concrete. Ms. Zack advised that there are multiple ways to install bioswales, depending upon the flow of water.

Commissioner Graziano encouraged the Town to support the proposed bioswale project. Ms. Zack added that other Florida municipalities, including Sarasota Bay, Melbourne, and Coral Springs already have similar programs in place, and the Town could reach out to those locations for more information.

Mayor Malkoon noted that there are likely to be questions about the concept, such as whether or not bioswales could become a breeding ground for insects. He pointed out that bioswales would have to be designed properly to retain water and allow it to filter correctly. There are multiple designs for these features.

With Commission consensus, Mayor Malkoon directed Staff to meet further with the Garden Club to discuss a bioswale project.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Marc Pearson, resident, addressed new construction at 1931 Coral Reef Drive, expressing concern that the house is not being constructed in accordance with Town Ordinances. He has communicated these concerns to Town Staff via email. He felt existing Ordinances provide sufficient guidance to ensure that the house cannot be constructed at its location, as well as potential remedies for the property.

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

7. PUBLIC SAFETY DISCUSSION

a. BSO June 2024 Public Safety Report

Broward Sheriff's Office (BSO) Captain Bill Wesolowski reported that the June 2024 Employee of the Month is Deputy Brann Redl, who led the response to a fire at the Blue Moon restaurant. He also notified Oakland Park authorities of an individual cashing stolen checks.

Captain Wesolowski advised that there was one automobile theft in the Town in June, and strongly emphasized the importance of locking unattended vehicles and securing keys. There was also a theft of approximately \$15,000 worth of designer sunglasses by a group of recognized offenders.

Captain Wesolowski also addressed Operation Summer Splash, which brought more than 12 motorcycle Deputies as well as BSO's traffic Deputy to the Town. In less than six hours, these Deputies wrote 114 citations in Lauderdale-By-The-Sea for speeding, center lane passing, and illegal left turns, among other violations.

Vice Mayor Strauss stated that he has heard concerns from residents regarding electric bicycles, which can travel at high speeds and may not follow traffic regulations. Captain Wesolowski replied that BSO is aware of these vehicles and the concerns about them, as electric bicycles exceed the expected speed of ordinary bicycles.

Commissioner Graziano asked if a No U-Turn sign could be installed at the corner of A1A and Commercial Boulevard. Captain Wesolowski advised that the statistics gathered by BSO do not support a need for this signage, as there have been very few accidents at that intersection in relation to U-turns. Commissioner Graziano expressed concern with the intersection and its surrounding area.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors stated that the Town has a beach wheelchair to provide accessibility to beachgoers. The Town has ordered a second beach wheelchair. Both will be available on a first come, first served basis. Individuals interested in providing wheelchair access to the beach are asked to contact Town Hall at 640-4200 to reserve a chair.

Staff has researched ways to improve safety on the Town's beaches. One option is the use of digital warning signs which display ocean conditions through a link with the National Weather Service. The signs cost approximately \$26,000 each, with additional annual costs of roughly \$850/year for the connection. She requested consensus of whether or not the Commission wished to hear more information on this option.

Commissioner Pouloupoulos asked how many signs would be posted. Town Manager Connors replied that signs could be posted Downtown and at El Prado Park to see how they work. The signs would replace flags denoting the conditions of the water. Commissioner Pouloupoulos expressed concern with the costs associated with the proposed signage.

Commissioner Graziano added that he also saw no need to bring back more information on the sign proposal.

Vice Mayor Strauss also recognized that the cost would be very high, and asked if there are any competing vendors who might offer the system at a lower price. Deputy Town Manager/Public Works Director Ken Rubach replied that there are no such alternatives. Vice Mayor Strauss requested that more information be provided if a less expensive alternative is identified.

Mayor Malkoon asked which entity is currently responsible for updating the flag system. Town Manager Connors advised that there is currently no flag system, which had previously been updated by the Volunteer Fire Department (VFD) on a periodic basis.

It was determined that there was no consensus to bring back more information on this proposal.

Town Manager Connors continued that the Town has purchased a second Mobi-mat, which is expected to be available for use by the end of July. New beach access signs will be posted to identify Americans with Disabilities Act (ADA) -accessible entrances.

Conceptual Communications has submitted its third quarter report, which showed over 100,000 web and social media users have visited the Town's 75th Anniversary page. 189 new individuals have signed up for emails from the Town, and there are 233 new social media followers.

The Town's second budget meeting in September is scheduled for September 17, 2024; however, because Florida Statutes do not allow conflicts between Broward County's and a municipality's second budget hearing, this date must be changed. The Commission agreed by consensus to reschedule this meeting for Wednesday, September 18, 2024 at 5:30 p.m.

Town Manager Connors addressed the concern raised during Public Comment for 1931 Coral Reef Drive, stating that she, the Development Services Director, and the Town Attorney have looked into the matter and do not believe the house fails to meet Code requirements. Single-family homes are exempt from the requirement to meet architectural review standards, and the building is within the height limitations established by Code.

Commissioner Pouloupoulos requested additional information about a door on the building's roof. Town Manager Connors replied that the stairwell conforms to the 33 ft. height limitation from the first habitable floor. In the RS-4 zoning district, there is no ability to use roof access for recreational activities. The property owner is aware of this limitation.

b. Development Services Quarterly Report

Development Services Director Jhanelle Campbell provided the quarterly report from April through June 2024, noting that the Town had 21 new businesses open. The

majority of those businesses were vacation and short-term rentals. There were also 219 new Code Compliance incidents which were investigated. As of today's date, there are 149 registered vacation and short-term rental units in the Town.

During the last quarter, a total of \$670,957.85 was collected by the Building Department. 17 permit applications have been received with a job value of over \$100,000.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. Approval of Minutes

Mayor Malkoon advised that the June 25, 2024 Special and Regular Commission meetings were presented for approval.

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

- a. Resolution 2024-27 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE AMENDED SCHEDULE OF PARKING FEES AND METER RATES; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

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

Public Works Supervisor Leroy Chasmer recalled that parking fees were established in 2015 based on recommendations from Desmond and Associates. Since that time, the Town has periodically increased these fees to maintain consistency with neighboring communities. The fee structure was last reviewed in January 2023, at which time the Commission approved a \$5 increase to daily parking rates and a 50-cent increase to general hourly rates, also establishing a \$21 fee for special events.

Staff conducted a survey of surrounding municipalities to determine their current parking fees and meter rates and compare these with the Town's rates. Based on the survey results, which were included in the Commission's backup materials, Staff recommended a \$5 increase to both residential and employee permits for a new monthly rate of \$32 and a new annual rate of \$55 for senior citizens and \$65 for residential permits. Staff also recommends a 50-cent increase to general parking rates for a total of \$1.75 west and \$4 east of Seagrape Drive.

Staff recommends removing the daily rate for the Town's A1A and South Ocean parking lots. This change would bring those rates into conformity with the rates of other Town-owned lots and will not affect the length of time in which cars are allowed to park.

With these increases, the Town expects to collect approximately \$430,000 in the Parking Fund, which would be a 14% increase.

Commissioner Graziano asked what the increase would be if residents and employees are not charged an increase in parking permit fees. Public Works Supervisor Chasmer replied that permits for employees are currently \$27, while permits for seniors are \$50 and permits for residents are \$60.

Commissioner Graziano asserted that he was not in favor of increasing residential or employee parking fees. He did not take issue with raising the parking fees east and west of Seagrape Drive.

Deputy Town Manager/Public Works Director Ken Rubach clarified that the employee and resident permit rate increase would yield \$10,000 in revenue, with \$6000 from employees and \$4000 from residents.

Commissioner DeNapoli advised that he was not in favor of raising annual parking rates for residents. He noted that parking rates have an impact on Town businesses, particularly those located along the western corridor.

Commissioner Pouloupoulos agreed with Commissioner Graziano, stating that he was not opposed to increasing meter rates east and west of Seagrape Drive but did not wish to increase the employee or residential rates. Vice Mayor Strauss also agreed, adding that he opposed establishing an hourly meter rate which exceeded those of Fort Lauderdale or Pompano Beach.

Vice Mayor Strauss made a motion to raise metered parking to the Staff-recommended amounts and not raise the resident or employee parking.

Town Manager Connors requested that the **motion** also eliminate the flat rates in Town parking lots. The A1A and South Ocean lots currently have a flat rate of \$21, which would be removed.

Vice Mayor Strauss added the following **amendment** to his **motion**: to remove the flat rates on those two parking lots.

The motion was duly seconded. Motion carried 5-0.

Deputy Town Manager/Public Works Director Rubach stated that the new rates would take effect on August 15, 2024.

Vice Mayor Strauss requested an update regarding the status of four “supercharger” stations in the A1A lot, as well as information on the payment plan for these stations. Deputy Town Manager/Public Works Director Rubach replied that Florida Power and Light (FPL) is running wires for this installation, and he anticipated the charging stations to be live within the next two weeks. FPL has its own pricing scheme, which means drivers must pay to use the stations in addition to payment of parking fees.

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner Pouloupoulos addressed the recent assassination attempt on a former President, urging residents to reflect upon this as a unifying moment for the nation. Commissioner DeNapoli, Vice Mayor Strauss, and Mayor Malkoon echoed best wishes for the former President as well as the call for national unity.

Commissioner Pouloupoulos also recalled that in 2023, the Commission passed an Ordinance addressing child safety in the Town's playground. To further protect the community, he requested that Staff explore further measures that can be taken to strengthen the Town's Ordinances with respect to sex offender residency requirements.

Vice Mayor Strauss advised that Florida's lobster mini-season begins on July 24, 2024, and pointed out that Lauderdale-By-The-Sea is one of the best diving locations in the United States. He encouraged safety during this season.

Mayor Malkoon noted that there is no Commission meeting planned until the end of August 2024. He planned to attend the Florida League of Cities conference in Hollywood and provide a report at the next meeting.

16. ORDINANCES 1ST READING

None.

17. ORDINANCES 2ND READING

- a. Ordinance 2024-06 – 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 SECTION 30-154 “PROHIBITED USES” TO MODIFY, CLARIFY, AND FURTHER DELINEATE REQUIREMENTS RELATED TO MARIJUANA; PROVIDING FOR CODIFICATION; SEVERABILITY; CONFLICTS; AND FURTHER PROVIDING FOR AN EFFECTIVE DATE.**

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

Development Services Director Campbell recalled that the Florida Supreme Court recently approved the inclusion of a November 2024 ballot question regarding the legalization of marijuana for adult personal use. A “yes” vote would support legalizing

marijuana use for adults 21 years of age or older, allowing individuals to possess up to 3 ounces of marijuana. A “no” vote would oppose this legalization in Florida.

Should the ballot question be approved, the approval of marijuana for adult personal use would take effect six months after the vote. This would allow frameworks to be established. As a result, the Town found it necessary to update its Ordinance as presented. The Commission voted to approve the suggested changes upon first reading.

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

- b. Ordinance 2024-07 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, CREATING CHAPTER 30 “UNIFIED LAND DEVELOPMENT REGULATIONS,” ARTICLE IV “DEVELOPMENT PERMITS – APPLICATIONS, REQUIREMENTS AND REVIEW PROCEDURES,” SECTION 30-125 “UNITY OF TITLE OR COVENANT IN LIEU OF UNITY OF TITLE” AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

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

Development Services Director Campbell advised that the Ordinance puts forth regulations allowing for flexibility in the types of developments that can come before the Town. In particular, the covenant in lieu of unity of title allows for multiple owners to exist over more than one parcel, and allows for the development of a project over multiple phases. Unity of title regulations have also been included for second reading.

Development Services Director Campbell further clarified that the parameters for unity of title and covenant in lieu of unity of title require that the subject property be developed in accordance with an approved Site Plan. The subject property may be allowed to develop in phases, which must be consistent with the overall Site Plan. The covenant in lieu of unity of title must be recorded within the public record, must run with the land, and shall be binding on all successors.

When the proposed Ordinance was presented for first reading, it was passed 5-0 by the Commission with no amendments. The Town's Planning and Zoning Board also recommended approval of the Ordinance.

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

18. RESOLUTIONS – PUBLIC COMMENTS

None.

19. QUASI JUDICIAL PUBLIC HEARINGS

None.

20. ADJOURNMENT

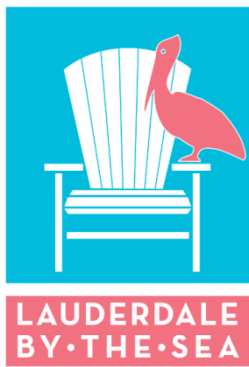
With no other business to come before the Commission at this time, the meeting was adjourned at 7:46 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SPECIAL MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, July 23, 2024
5:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 5:30 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli (by phone), Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, 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, Events and Marketing Manager Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. NEW BUSINESS

- a. **Resolution 2024-26 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE 2024/2025 FISCAL YEAR; PROVIDING FOR THE DATE, TIME, AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

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

Director of Budget and Finance Lucila Lang explained that the purpose of tonight's meeting is to set the tentative millage rate for fiscal year (FY) 2025. The rate set tonight cannot be raised during future budget discussions, although it can be decreased. Once the rate is set at tonight's meeting, that information will be sent to the Broward County Property Appraiser's Office. In August 2024, residents will receive their Truth in Millage (TRIM) notice informing them of the tentative rates for different areas.

Staff held two previous meetings, one in May and one in June 2024, which served as pre-budget meetings. They presented the Commission with both regular business items and a separate list of enhancements. These meetings gave the Commission and the public the opportunity to consider the proposed enhancements and provide Staff with some direction.

The Commission reviewed the different Town Departments at the two previous meetings, as well as the list of enhancements. They advised Staff of the enhancements they would like to see in the budget. Staff prepared the budget with the regular items and enhancements.

In July, the Broward County Property Appraiser's Office informed Staff that the Town's taxable value had increased by 8.07%, which comes to roughly \$1.7 million. Based on this information, Staff prepared a budget maintaining the same millage rate as FY 2023-2024, which is 3.9235. With this rate, the Town would receive approximately an additional \$998,000 in revenue to cover the costs in increases to services, Broward Sheriff's Office (BSO) expenses, training, health and commercial insurances, and several other items, as well as a transfer of funds to the Capital Improvement Plan (CIP).

The General Fund proposed for FY 2025 is \$17.6 million, which is an increase of 4.04% over the current year. The Building Fund will have \$1.78 million, which is a 37.85% increase. The reason for this increase is the addition of a Code Officer specifically dedicated to the Building Department. That Officer's salary, FICA, and insurances will be covered by the Building Fund.

The State Flood Superfund would be \$1.7 million, which is an increase of roughly 1.9%. The Fire Fund for FY 2025 is at \$2 million, which is a 47.53% increase from FY 2024. The reason for this increase is that the Town plans to begin the design process for a new public safety building using \$600,000 from the Fire Fund.

The CIP decreased by 22.11% from the current year. The FY 2025 CIP budget is \$3.2 million. The Parking Fund for FY 2025 is at approximately \$3 million, which is a 24% decrease from FY 2024. The reason for this decrease is a budget amendment in FY 2024 to pay off the new parking lot.

Director of Budget and Finance Lang advised that an annual adjustment to homestead exemption value will be on the November 2024 ballot. If it passes, it will increase the

property values eligible for homestead exemptions by \$25,000 in FY 2025 and thereafter, based on the consumer price index (CPI). If this proposal passes in November, it will take effect on January 1, 2025.

The Broward County Property Appraiser's Office states that Lauderdale-By-The-Sea has 2073 homesteaded and 2722 non-homesteaded residential properties. Based on this information, if the ballot question passes in November, the Town would receive between \$300,000 and \$500,000 less revenue in FY 2025.

For FY 2025 there have been two large transfers, one of \$1.2 million from the General Fund to the CIP and one of \$1.6 million from the Parking Fund to the CIP.

Director of Budget and Finance Lang also addressed the rolled back millage rate for FY 2025, which is 3.6305. This is the rate which would keep the property tax revenue the same amount as in FY 2024. The revenue generated by this rate would be approximately \$1 million less than what would be realized by retaining the 3.9235 rate. If the 3.9235 millage rate is maintained, a home with the taxable value of roughly \$650,000 would see an increase of approximately \$75.

At this time Staff recommends keeping the millage rate at 3.9235 for FY 2025.

Commissioner Graziano requested clarification of the relationship between what the Town budgets and what it expends in relation to the millage rate. Director of Budget and Finance Lang replied that the budget proposed for FY 2025 is based on retaining the Town's current millage rate of 3.9235. The Town would collect \$13,548,619 under that millage rate. The budget is based on this revenue as well as additional revenues from franchise taxes, utility taxes, and other sources. These revenues are combined. Staff then reviews every Department and budgets accordingly.

Director of Budget and Finance Lang advised that for FY 2025, most Departments have remained within their budgets and some have decreased. The Departments which saw increases typically did so because line items were moved from one Department to another.

The General Fund is projected to increase by 4.04% from FY 2024 to FY 2025. Other funds, including the Building, Sewer, and Fire Funds, are not affected by the millage rate. The Capital Fund is affected by this rate, as a \$1.2 million transfer is being made from the General Fund to fund capital projects.

Town Manager Linda Connors further explained that the millage rate provides the Town's taxable income to fund the workings of the government. The budget is conservatively prepared at a rate of 95%, as the municipality cannot run at a deficit.

Commissioner Graziano observed that if the Town keeps its current millage rate, it will receive approximately \$1 million more than the previous year. Director of Budget and Finance Lang confirmed that the increase would be \$998,000. Similarly, the rolled back rate would bring in roughly \$1 million less than the previous year.

Commissioner Graziano also requested clarification that the millage rate adopted at tonight's meeting cannot be raised. Director of Budget and Finance Lang confirmed this, reiterating that the millage rate can be lowered but not raised at a future meeting.

Commissioner Graziano asked if the Commission could lower the millage rate in the future based on its evaluation of items that have been budgeted. This was confirmed as well.

Commissioner Graziano commented that while he was not inclined to lower the millage rate recommended by Staff, he would be in favor of lowering the amount that the Town will spend in its budget. Director of Budget and Finance Lang confirmed that changes to the budget may be made through September 2024.

Commissioner DeNapoli asked if funds itemized in the budget but not spent would go into a particular fund. Director of Budget and Finance Lang replied that Staff must present a balanced budget, which means any monies not spent will go into the Town's unencumbered funds. These funds can be used at a later date for projects or may be invested according to the Commission's wishes.

Commissioner DeNapoli also asked if September budget discussions will allow the Commission the opportunity to vote on line items individually through a single motion. He offered the example of lowering the amount allocated to charitable donations, requesting clarification that this or other line item changes could be made through one motion.

Town Attorney Susan Trevarthen advised that in practice, changes to the budget typically arise from dialogue as the Commissioners meet with Staff and work through the public budget hearings. If several changes are requested at the final budget hearing, these may be proposed either by individual motions or by proposing multiple motions in a group.

Commissioner DeNapoli also observed that while property tax revenue is expected to increase by nearly 8%, and the Town budgets for the use of 95% of those funds, the proposed budget would expend an additional \$1.1 million over last year, or roughly 13% more than the previous year. He asked if the budget should be cut to maintain consistency with property tax revenues. Director of Budget and Finance Lang explained that the actual difference between the FY 2024 and FY 2025 budgets is \$61,000 less in FY 2025. This includes a transfer of \$1.2 million from the General Fund to the CIP, which is not the same as an expenditure.

The expenditures in the general budget in FY 2024 are \$15,422,144, while the proposed FY 2025 budget is \$16,351,512. This represents an increase of 6.03% in proposed expenditures.

Commissioner DeNapoli concluded that if the proposed homestead ballot question passes, and with consideration of inflation, the Town should be cognizant that it may have less revenue coming in. He was in favor of spending slightly less for this reason. He concluded that he was in favor of keeping the Town's millage rate the same as the current year.

Commissioner Graziano stated that the increased homestead exemption is likely to pass on the November ballot, and recommended that the Town plan for this loss of revenue.

Commissioner Pouloupoulos also believed property values would continue to rise as rates decrease. Because tonight's meeting is the initial budget hearing, he was in favor of establishing the highest possible millage rate, which can be lowered during later discussions. He concluded that the millage rate proposed for FY 2025 should remain the same as the previous year, with opportunities to lower it later on.

Vice Mayor Strauss advised that planning is part of the Town's fiscal responsibility with regard to the budget. There have already been significant discussions and review of the budget, including the costs associated with "wish list" items. This process provides the Commission with many opportunities to review the budget before a decision must be made in September.

Vice Mayor Strauss continued that the Commission is aware of the increase in property values, which can provide a buffer that would allow the Town to proceed with the budget as it has already been reviewed and discussed. Retaining the current millage rate, with

the increase in taxable values, would allow the Commission to make the budget changes they have already discussed.

Vice Mayor Strauss concluded that the proposed millage rate is right for the Town's current circumstances, and rolling back the rate would remove money from the budget that the Commission has agreed on during previous discussions. He was in favor of keeping the 3.9235 rate with the possibility of lowering it in September.

Commissioner DeNapoli stated that he did not believe property values will increase at the same rate in the future and recommended reconsidering some expenditures during a September meeting. He agreed that 3.9235 should be established at the maximum rate.

Commissioner Graziano made a motion, seconded by Commissioner Pouloupoulos, to accept the recommendation of Staff at 3.9235. Motion carried 5-0.

It was noted that the Town's next budget meeting will be held on September 12, 2024.

4. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 6:01 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: August 27, 2024

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Presentation

Agenda Section: OLD BUSINESS

Subject Title: Vacation Rental Update

Explanation: On May 21, Town Staff held a vacation rental workshop with the public and Town Commission and public to discuss the state of vacation rental and short-term rentals in the Town. Since the meeting, the following actions have been completed:

1. Staff developed a vacation rental policy (**Exhibit 1**) which establishes parameters for the Town's enforcement of our vacation rental and short-term rental regulations and also the parameters for suspension or revocation of vacation rental and short-term rental certificates, if necessary.
2. Staff sent this policy to all vacation rental and short-term rental property owners and agents. (**Exhibit 2**)
3. Staff also mailed a postcard to residents advising them of the primary rules for vacation and short-term rentals (**Exhibit 3**).
4. Staff continues to update the online vacation rental map as new applications are submitted to the Town.
5. Staff has processed many complaints by the Code Compliance Department since the May workshop (**Exhibit 4**) with action being taken on all legitimate violations.

Recommendation: Review and discuss the items presented.

Exhibits:

1. Exhibit 1-Policy Outline Final 8-16-24
2. Exhibit 2- VR-STR NOTIFICATION OF POLICY LETTER
3. Exhibit 3- LBTS Vacation Rental Postcard FINAL
4. Exhibit 4- Code Complaint Case Summary



Town of Lauderdale-By-The-Sea Vacation Rental and Short-Term Rental Violation Policy

Title: Vacation Rental & Short-Term Rental Suspension & Revocation Policy	Effective Date: July 16, 2024 Last Revision: - Next Scheduled Review:
Originating Department: Development Services	Supersedes: All previous and existing memos or administrative policies in conflict
Policy Number: 24-01DEV	Code Section: 30-327

I. Purpose

- a. To establish code compliant usage of vacation and short-term rentals at the Town of Lauderdale-By-The-Sea. This policy will outline the procedure that will take place should a violation occur on the property and if a suspension or revocation of a license take place.

II. Code Reference

- a. **Suspension of rental agent 30-327 (i) 3a:** The Town Manager may suspend a person's rental agent status for minor violations for a period of time not to exceed three months or until certain conditions have been complied with or violations cured.
- b. **Revocation of rental agent status 30-327 (i) 3 b:** The Town Manager may revoke a person's rental agent status for all vacation rental and short-term rental property in the Town for major or repeated violations. After revocation of a property owner's rental certificate, the owner shall not reapply for a rental agent status for any vacation rental or short-term rental property in the Town until the basis for the revocation has been resolved and in no event prior to six months following the date of revocation.

- c. **Suspension 30-327 (l) (1):** The Town Manager may suspend the rental certificate for a specific *period of time not to exceed six months, or until certain conditions have been complied with or violations cured.*
- d. **Revocation 30-327 (l) (2):** The Town Manager may revoke the rental certificate. After revocation of a property owner's rental certificate, the owner shall not reapply for a rental certificate for any property in the Town *until the basis for the revocation has been resolved and in no event prior to six months following the date of revocation.*
- e. **Penalty 30-327 (l) (3):** If the property owner, after such revocation or suspension, thereafter continues to allow vacation rental or short term rental use of the dwelling, *each day of continued use shall be a continuing violation subject to a fine up to the maximum permitted by law per day (\$500 per day per violation), which fine shall result in a lien upon the vacation rental or short term rental dwelling or other property of the owner as otherwise provided in this Code.*
- f. **Appeals 30-327 (g):** A revocation or suspension of the rental certificate, or of rental agent status, by the Town Manager may be *appealed to the Town Commission (see code for details)*

III. Policy / Procedures

- a. Issuance and usage of approved vacation and short-term rental license will require that each applicant (agent and property owner) be familiar with this policy and associated procedures.

IV. Violations of Policy

- a. Property Violations

PROPERTY VIOLATION	REPERCUSSION
First Violation - single complaint received within 7 days	Establish a Finding of Fact at the next available code hearing so that further similar violations would be up to \$500 per day per violation; no fines assessed
Second Violation (within 3 months under the same license holder and for same complaint)	Repeat Violations fines for each violation (up to \$500 per day per violation)
Third Violation (within 6 months of the 1 st violation under the same owner/license holder)	Suspension for a specific time period not to exceed 6 months
Fourth Violation (within 12 months of the 1 st violation under the same owner/license holder)	Revocation - The owner shall not apply for a rental certificate for ANY property in Town until the basis for revocation has been resolved and in no event prior to 6 months following the date of revocation.

*Finding of Fact is used to establish a repeat violator clause. Repeat violator fines are assessed after owner and/or agent per FS. 162.

V. Rental Agent Violations

Per Town Code Section 30-327 (i) of the Town Code, the Town Manager may suspend or revoke a rental agent license for failing to:

- Be available 24 hours a day to handle problems arising from VR use
- Be available to come to the vacation rental within 3 hours following notification from the Town
- Receive notice of any violation and
- Monitor the vacation rental status to ensure compliance with the Code.

The Town Manager may suspend a rental agent's status for minor violations not to exceed three months. For major violations, the rental agent's status can be revoked for 6 months or until the violations have been resolved.

The code violations are outlined below with their status as major or minor for short term, vacation rental and property agent requirements.

Short Term Rental		
Violation	Major	Minor
Operating without a short-term rental certificate	X	
Operating without a business tax receipt	X	
Continuing operation without proper licensing 30 days after receiving notice from Town	X	
Disturbing the residential character of the neighborhood and owner's quiet enjoyment – first violation		X

Disturbing the residential character of the neighborhood and owner's quiet enjoyment – Subsequent violations following property violation criteria	X	
Violating any municipal, building and/or fire codes or regulations	X	
Having multiple verified complaints for rental, or repeat offender policy ¹	X	
Not designating a rental agent or updating change in rental agent with Town	X	
Not posting rental rules or certificate in required location		X
Not providing a designated space for parking		X
Not providing pet rental agreement upon request		X
Having a vessel docked at the property being used for live-abords, sleeping or overnight	X	
Failure to follow an evacuation order	X	
Usage of pool, deck and other outdoor facilities outside the hours of 8am and 10pm – first violation		X
Usage of pool, deck and other outdoor facilities outside the hours of 8am and 10pm – subsequent violations following property code violation criteria	X	
Trash placed on street early or trash cans not returned to required trash location by the time established per code		X

Vacation Rental		
Violation	Major	Minor
Operating without a vacation rental certificate	X	
Operating without a business tax receipt	X	
Violating minimum duration of stay regulations including advertisement	X	
Disturbing the residential character of the neighborhood and owner's quiet enjoyment – first violation		X
Disturbing the residential character of the neighborhood and owner's quiet enjoyment - Subsequent violations following property violation criteria	X	
Violating any municipal, building and/or fire codes or regulations	X	
Three or more verified complaints for rental or repeat offender policy within six months of the first violation	X	
Not properly maintaining property ²		X
Not designating a rental agent or failure to update change in rental agent	X	
Not posting rental rules or certificate near rental		X
Not providing a designated space for parking		X
Not providing a pet rental agreement		X
Having a vessel docked at the property being used for live-abords, sleeping or overnight	X	
Failing to follow an evacuation order		

¹ Repeat Violations fines for each violation can amount to up to \$500 per day per violation.

² Also a municipal violation

Using pool, deck and other outdoor facilities outside the hours of 8am and 10pm (machinery or device producing sounds between the hours of 10pm and 8am)		X
Trash Refuse not picked up		X
Property Owner / Rental Agent		
Violation	Major	Minor
Provide contact information for agent and keep current	X	
Available at the listed phone number 24 hours a day, seven days a week	X	
Able and willing to come to the vacation rental or short-term rental dwelling within three hours following notification from Town	X	
Receive service of any notice of violation of this section	X	
Monitor the vacation rental or short-term rental dwelling at least weekly	X	

Suspension or revocation of the vacation rental or short-term rental certificates will be evaluated based on the following:

First minor violation

Warning

Third minor violation within six months

Suspension

First major violation

Warning

Second major violation within six months

Suspension

Third Violation within 2 years of restatement

Revocation

Approved: _____

Jhanelle Campbell
Development Services Director

Date

I certify that I have received, read, understand, and will comply with the provisions of the Town of Lauderdale-By-The-Sea **Vacation Rental & Short-Term Rental Suspension & Revocation Policy 24-01DEV**

Name (Print) Owner/Agent

Signature

Date

Property Address (Rental)

State of _____

County of _____

I certify this to be a true and exact copy of the _____ made by me, a notary public, on 20_____.

Notary Signature and Print



**Town of Lauderdale-By-The-Sea
Development Services Department**

4501 N. OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FL 33308
Phone: 954-640-4221 • Fax: 954-634-4654

August 19, 2024

VR Agent/ Property Owner
123 Main Street
Lauderdale-By-The-Sea, FL 33308

RE: Vacation Rental Violations Policy

Dear vacation rental owner/agent;

Congratulations on receiving your vacation rental license and becoming a member of the Lauderdale-By-The-Sea business community.

We appreciate the Town's small-town charm and work hard to ensure that the characteristics that make LBTS such a wonderful place to visit are maintained. Of course, we can't do this on our own, which is why we have instituted the attached policies for our vacation and short-term rental owners and agents.

It is important to us that your guests are respectful of the residential character of our Town. It is this character which these regulations are meant to protect. Please take the time to review these policies which outline the Town's expectations for our vacation rental and short-term rental owners and agents, and the consequences should these policies not be met. For your information, we have also attached the Town's code for our vacation and short-term rental properties.

When you have completed their review, please sign and return to the Town so that we can include a signed copy in your property file. If you have questions regarding this information, please contact the Town's Zoning Department at (954) 640-4210 or email us at zoning@lbts-fl.gov. In the meantime, I encourage you to sign up for the Town's weekly email blast (<https://www.lauderdalebythesea-fl.gov/566/Stay-Connected>) so that you can keep up with the goings on in the Town and vicinity.

Thank you,

Jhanelle Campbell
Development Services Director

Attachments:
Policy – Rental Property
Policy – Agent Responsibility
Town Code

VACATION RENTALS IN OUR COMMUNITY

To verify a short-term rental or vacation rental status,
check out the Town's online map.



**Vacation Rental
Map**



**Vacation Rental
Rules**
Page 92 of 401

Town of Lauderdale-By-The-Sea Code Compliance Department

Monday through Saturday from 7 a.m. to 4 p.m.

(954) 640-4220 • (954) 640-4216 • code@lbts-fl.gov



Rental Rules:

1. Seven day minimum for single family and town homes
2. Two, three, and four unit properties may rent nightly
3. Occupancy must not exceed 10 people total
4. Two, three, and four unit rentals shall limit pool use from 8 a.m. to 10 p.m.



Case Search by Section

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

From 1/1/2024 To 8/15/2024 Search for 30-327

<u>Date</u>	<u>Case #</u>	<u>Folio</u>	<u>Owner Name</u>	<u>Site Address</u>	<u>NOV Item Section</u>	<u>Status</u>	<u>Date Complied</u>
4/8/2024	24040002	494318071800	SLUTSKAYA,BINA	241 OCEANIC AVE, LAUDERDALE BY THE SEA, FL 33308	Sec. 30-327.(d). - Vacation rentals and short term rentals.	Closed	4/24/2024
5/1/2024	24050002	494318012600	LEE,JOHN C	4616 BOUGAINVILLA DR, LAUDERDALE BY THE SEA, FL 33308 1-3	Sec. 30-327.(i)1. - Vacation rentals and short term rentals. Rental agent.	Closed	5/15/2024
5/1/2024	24050003	494307010950	GRANT P GALUPPI LIV TR GALUPPI,GRANT P TRSTEE	1949 WINDWARD DR, LAUDERDALE BY THE SEA, FL 33062	Sec. 30-327.(d). - Vacation rentals and short term rentals.	Closed	5/23/2024
5/2/2024	24050007	494307011350	OCEAN MIST PROPERTY LLC	2049 OCEAN MIST DR, LAUDERDALE BY THE SEA, FL 33062	Sec. 30-327.(d). - Vacation rentals and short term rentals.	Closed	6/6/2024
5/2/2024	24050010	494306200100	DANIELSSON,LEIF	3220 S TERRA MAR DR, LAUDERDALE BY THE SEA, FL 33062	Sec. 30-327.(d). - Vacation rentals and short term rentals.	Closed	5/23/2024
5/2/2024	24050011	494318071620	SERPIN,NIDA SERPIN,ADNAN & KILIC,KORAY	226 CORSAIR AVE, LAUDERDALE BY THE SEA, FL 33308	Sec. 30-327.(d). - Vacation rentals and short term rentals.	Open	
5/2/2024	24050012	494307011250	RHINO REAL ESTATE LLC	1984 SAILFISH PL, LAUDERDALE BY THE SEA, FL 33062	Sec. 30-327.(d). - Vacation rentals and short term rentals.	Closed	5/24/2024
5/20/2024	24050054	494318012152	MARGARITA REPUBLIC LLC	4436 BOUGAINVILLA DR, LAUDERDALE BY THE SEA, FL 33308	Sec. 30-327.(d). - Vacation rentals and short term rentals.	Closed	6/26/2024
5/20/2024	24050053	494318012153	DARWIN2 LLC	4434 BOUGAINVILLA DR, LAUDERDALE BY THE SEA, FL 33308	Section 30-327(h)2(i). Vacation rentals	Closed	6/26/2024
6/11/2024	24060007	494318071120	4421 SEAGRAPE DR LLC	4421 SEA GRAPE DR, LAUDERDALE BY THE SEA, FL 33308	Sec. 30-327.(d). - Vacation rentals and short term rentals.	Closed	6/12/2024
6/14/2024	24060009	494318072170	GRIECO,AMANDA & PRESTON W	258 AVALON AVE, LAUDERDALE BY THE SEA, FL 33308	Sec. 30-327.(d). - Vacation rentals and short term rentals.	Closed	7/26/2024
6/25/2024	24060017	494318040010	HILL,CHARLES F JR	4025 THOMAS WAY, LAUDERDALE BY THE SEA, FL 33308	Sec. 30-327.(d). - Vacation rentals and short term rentals.	Closed	7/6/2024



Case Search by Section

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

From 1/1/2024 To 8/15/2024 Search for 30-327

<u>Date</u>	<u>Case #</u>	<u>Folio</u>	<u>Owner Name</u>	<u>Site Address</u>	<u>NOV Item Section</u>	<u>Status</u>	<u>Date Complied</u>
7/1/2024	24070002	494318050960	CARDELFE,MARTHA LEVEL CARDELFE,PHILIP	290 TROPIC DR, LAUDERDALE BY THE SEA, FL 33308	Sec. 30-327.(d). - Vacation rentals and short term rentals.	Closed	7/28/2024
7/1/2024	24070003	494318050264	LECLAIR,MATHIEU	4218 SEAGRAPE DR, LAUDERDALE BY THE SEA, FL 33308	Section 30-327(f)10: VACATION RENTAL AGREEMENT	Closed	7/26/2024
7/8/2024	24070007	494318070760	GEORGE,MICHAEL ALEXANDER PETRONE,SHANA	222 NEPTUNE AVE, LAUDERDALE BY THE SEA, FL 33308	Section 30-327(f)10: VACATION RENTAL AGREEMENT	Open	
7/8/2024	24070008	494307040340	BACHMANN,CAROL & MARK BACHMANN,KATHERYN & P ETAL	2051 CORAL REEF DR, LAUDERDALE BY THE SEA, FL 33062	Section 30-327(f)10: VACATION RENTAL AGREEMENT	Open	
Total Cases							16



Town Commission Agenda Item Report

Meeting Date: August 27, 2024

Submitted By: Katie Anderson, Special Events and Community Marketing Coordinator

Submitting Department: Administration

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Special Event Application: Ocean Awareness Market 2024-2025

Explanation: Garret Nathan (the "Applicant"), with the Better Days Foundation, a non-profit organization, has submitted a Special Event Application (**Exhibit 1**) to host the Ocean Awareness Markets (the "Event") in Town. The Special Event Application was received on Thursday, July 11, 2024, which is within the 60-day window for such applications to be submitted prior to the event date. As a non-profit organization, the Applicant is requesting the \$250 late application fee be waived.

The Applicant is requesting to host the Ocean Awareness Markets on twenty-four separate dates (the first and third Saturdays of the month, starting Saturday, September 7, 2024, and running through Saturday, August 16, 2025). The location of the Event is proposed as El Prado Park.

Ocean Awareness Markets (1st and 3rd Saturday of month) 2024: September 7 & 21, October 5 & 19, November 2 & 16, December 7 & 21 2025: January 4 & 18, February 1 & 15, March 1 & 15, April 5 & 19, May 3 & 17, June 7 & 21, July 5 & 19, August 2 & 16	
Setup Begins	10:00 AM
Event Begins	11:00 AM
Event Ends	8:00 PM
Cleanup Completed	10:00 PM

In the application provided, there are key details missing that Staff would typically use to determine a recommendation to the Commission. The Applicant has also mentioned that in addition to the market itself, other activities (i.e. beach cleanup, yoga, educational session) may take place on some of the event dates. Staff met with the Applicant on Friday, July 19, 2024 to review the application and gather additional information regarding the proposed

events' details.

The Table below outlines the event details and staff comments and potential conflicts.

30 Anticipated Vendors	The Applicant is requesting approval for vendors to erect 10' x 10' canopies, each denoting a specific vendor space. The proposed site plan (Exhibit 2) would not accommodate 30 vendors as designed. Staff also requested a detailed list of vendors that the applicant had worked with previously - no specific list was provided. Instead, the Applicant has communicated that vendors would be selling clothing, art, jewelry, soap, candles, ice cream, ice pops, and cotton candy.
50 weekly attendees estimated	There are hundreds of people that attend the Town contracted Farmers Market, a similar event to the proposed Ocean Market. The Farmer's market is only a 4-hour event. The applicant is requesting a 9-hour event so it is logical to expect more visitors than the several hundred that the Farmer's Market experiences.
Ability to provide live music and a stage at the event	The Applicant is planning to utilize amplified sound systems emitting music, or being utilized by live music acts. When staff requested, the applicant provided neither proposed or potential band options. Any entertainment will be required to adhere to Section 13- 6 of the Town's code (Exhibit 3) pertaining to sound.
Hours of Operation 10 AM - 10 PM	Experience with the Town's Farmers Market is that market events are best suited to run for a 4-hour timeframe. There are issues with lighting the park as lighting is not allowed in park during sea turtle season (March 1 - October 31). The requested hours could not be accommodated during this time because of this. When staff discussed with the applicant, he suggested they would adjust timing based on seasonal darkness, but want to reserve the right to run events in the park until 8:00p.m. Lighting would still be an issue at this time. Staff is concerned with the continuous weekend use of El Prado Park and the impact that it would have on

	the neighboring residents.
Sale of Alcohol requested	The Applicant has mentioned some included vendors may be serving alcohol. Our special event application requires vendors to name the Town as additionally insured before being permitted to participate in events. With no details as to the amount and time alcohol would be sold or provided, Staff has concerns about alcohol being allowed in the park all day.
El Prado Park Refurbishment	The CIP includes funding to renovate El Prado Park. The staff is planning renovations to be initiated after July 4th and completed before Veteran's day. The park would not be available for events during this time frame.
Farmer's Market	Eleven (11) of the proposed Ocean Awareness Markets fall on Saturdays that would precede a Town Farmers Market date. With markets being held on both Saturday and Sunday on these weekends in December through May, staff is concerned that El Prado Park would not be readily available for public usage during those times.
Founders Day - October 5	One of the proposed dates conflicts with the Town's Founder's Day celebration. The impact of having two events running simultaneously concerns staff.

Recommendation: Staff recommends denial of the Special Event Application for reasons outlined in the above memorandum.

Should the Commission recommend approval, staff suggests approving the standard special event permit with the following additional conditions:

1. No promotion for the market events will take place until the Town has received proof of insurance from the Better Days Foundation naming the Town as additionally insured for the entire length of the event.
2. Applicant will submit a detailed list of vendors to Staff no later than noon on the Wednesday prior to the market date for approval.
3. Applicant will submit any entertainment being included in the upcoming market to Staff no later than noon on the Wednesday prior to the market date for approval.
4. Vendors selling alcohol are required to provide proof of insurance with the Town listed as additionally insured one week prior to the event.
5. Applicant will reimburse the Town for staffing overtime costs associated with the event.
6. No market dates would be approved during the El Prado refurbishment project.
7. The market would be canceled on October 5, 2024 so that it does not conflict with the Town's Founder's Day programming.

8. If alcohol is provided at the event, applicant would meet with BSO Chief and determine if officers are recommended. If they are, then Applicant will pay their costs.
9. Applicant will pay Town an additional \$25 electric fee per event.

Additionally, should the Commission approve the Application, Staff recommends entering into a contract mirroring the agreement between Town and Community Markets of South Florida. Key points of the agreement would stipulate that the Applicant is required to send the list of vendors to Town for review no later than noon on the Wednesday before the market. Applicant would pay the Town \$200 per market as is the structure with Community Markets of South Florida.

If Commission moves to approve, Staff requests approval on:

1. Conditions for the Special Event Application
2. Waiver of the \$250 late application fee

Exhibits:

1. SEA Ocean Awareness Markets 2024-2025
2. OceanAwarenessMarkets_ProposedSiteMap
3. Section 13-6 LBTS Noise Limitations



SPECIAL EVENT APPLICATION INFORMATION

For your event to be considered by the Town Commission, a fully completed application must be submitted at least 60 days prior to the date of the event.

This application is available in Word format at www.lbts-fl.gov/town/docs.htm. If possible please use the Word document and your computer to complete the application.

An application is not considered complete unless it includes:

1. A full description of the proposed event,
2. A detailed site plan (*very important!*),
3. All required documents, and
4. The application fee.

A meeting with Special Events Permitting is required before submitting a Special Event Application. Questions? Call our Special Projects Coordinator at 954-640-4200 or email debbieh@lbts-fl.gov.

Payment of Special Event Permit fee is required at the time of Application submission via hand delivery or by mail to:

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

A Special Event shall be approved by the Town Commission before an event is advertised to the public. A special event is defined as a concert, festival, race, walk, carnival, show, exhibition, parade, or any other similar outdoor event whether operated totally outdoors, on stage, under tents, or with the use of any temporary building or structure, ***to which members of the public are invited as participants or spectators.***

Please review the Town's special event requirements by clicking on: [https://www.Special Event Requirements](https://www.Special%20Event%20Requirements)
 Or download a copy of the Special Event Requirements from our website and review them before submitting your application.

Important to remember:

1. Your event is approved by the Town Commission with "Conditions" that must be met or your event is cancelled. READ and understand the Conditions. *Talk with us if you have questions.*
2. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.
3. You have to file all of the required documents shall be provided not later than 30 days prior to the event date or the event authorization terminates (unless prior arrangements have been approved by Town).

- a. Insurance
 - b. Vendor lists and licenses
 - c. File site plan
4. Parking is limited in Lauderdale-By-The-Sea, and will be a consideration when approving your event.
 5. You may have to obtain permits from the Building & Fire Departments to meet Florida Building Code and Fire Code standards.
 6. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction.

I (Applicant) have read and fully understand the above:

Signature of Applicant

Print Name: Garret Nathan

Event Name: Ocean Awareness Beach Market



SPECIAL EVENT APPLICATION

Submit this completed application at least 60 days prior to the proposed date of your event.

DETAILED SITE PLAN REQUIRED (see details at end of application) **Site Plans** often do not include details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

Once you have completed the written portion of the application, provide a Site Plan on the last page or attach separately to this application.

Name of Event: **Ocean Awareness Beach Market**

Event Purpose, Description and Activities: Please see the attached proposal

New Event x or **Returning Event** **Previous Attendance**

Day(s) and Date(s) of Event: First and Third Saturdays of the month -Starting August running for 1 year

Proposed location of the Event (location, streets, landmarks):

El prado park

How many people do you anticipate on site at any peak time?

Participants: 30 #Spectators 50 #Adult volunteers:

Please complete the following table:

Activity	Day	Time
Start of set-up:	30 days from approval	10am
Start time of the Event:		11am
EVENT		
End time of the Event:		8pm
Start of Clean up:		8pm

Clean-up completed by: (Site restored to original condition)		10pm
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Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

YES

Please attach Organization's proof of 501c3 IRS exemption, background, history, accomplishments, and other events: Please see the attached proposal and attached doc

Person submitting Application ("Responsible Party"):

Name: Garret Nathan

Phone: 954-594-2398

Mobile phone:

Email: garret@betterdays.foundation

Fax:

Representative(s) who will be at each day of the event:

Name(s): Same as above

Mailing address:

Phone:

Mobile phone:

Evening phone:

Fax:

Email:

Add information as necessary:

Will you have an event contractor or planner?

YES

If yes, please provide the contact information of your event contractor (event planner)

Name: Garret Nathan same information as above

Company Name:

List contractors that will be on site before, during or after the event (use separate page if needed) – final list required 30 days prior to event.

Request for Town Involvement:

Are you requesting the Town be involved with this event in any way? YES NO If yes, describe services requested, if any: The Town of Lauderdale-by-the-Sea is welcome join us in this incredible initiative. Your participation could include setting up a free booth to promote Town programs and initiatives. Furthermore, if there is an opportunity for the Town to sponsor the live band performances, or if there is a potential grant we can apply for, please let me know, this would directly cover the band's fees, ensuring high-quality

entertainment for our community. I Would also request the cities help with marketing the event through available resources.

STATEMENT OF BENEFIT

If the applicant is seeking sponsorship/co-sponsorship from the Town of Lauderdale-By-TheSea, a Statement of Benefit is required by Town Code and shall be included here or attached to this application.

If the Town is a sponsor or co-sponsor of the event, the Applicant shall keep financial records of the event sufficient to document all revenues and expenditures. These records shall be available at reasonable time within Broward County for inspection by the Town.

(Insert here or denote if attached)

FEES

Are there fees or donations collected on site from the participants or spectators?

YES

If yes, provide details: Vendors pay a fee to participate

SOUND SYSTEMS

The event sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. Violations of the Town's noise ordinance are grounds for the immediate termination of the source of the noise and may be grounds to terminate the event.

Do you plan to use amplified sound? Provide details, time and location, and if you require electrical connections for:

☒ Proposed amplified sound/speaker system:

☐ Proposed live music: List country, rock and roll, classic rock, beach boys type music

☐ Planned recorded music

☐ Yes Do you require electrical connections for any of the above? Please give details: if we can use the power supplies at the location that would be great , otherwise we can find another solution

CLEAN EVENT STANDARDS

Keeping the event area clean during the event and immediately following the event, including trash removal, walkways, and streets, is the responsibility of the applicant. See Clean Up Deposit under Conditions

Please note that, except for very small events, all events shall provide a recycling plan and follow recycling requirements. See Recycling Requirements under Conditions. For more info email recycle@lbts-fl.gov.

Name the contractor or organization (including contact information) who is responsible for your Event's recycling:

Name: Garret Nathan See above information

Email:

Address:

Daytime phone:

Mobile phone:

TENTS, CANOPIES, STAGES, BLEACHERS

Tents are generally defined as temporary structures having two or more sidewalls or drops.

A canopy is a tent without sides.

All Tents, canopies larger than 120 sq. ft., multiple canopies without separation, and stages require a building permit. The use of tents or large canopies require approval of the LBTS Fire Marshal and are required to have building permits obtained via LBTS Building Department prior to Event. Manufacture labels are required to be attached to the tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with application. All canopies larger than 120 sq. ft. shall submit copies the manufacture's labels attached to the tents or canopies with application. Stages and bleachers shall include product approvals that are supplied by the manufacturer.

Indicate if any of the following will be assembled at the Event and include locations on Site Plan. List sizes and numbers of each:

Tents: 10x10s - 20-25

Canopies:

Stages: 1 10 x15 pop up stage

Bleachers: list size and max load:

UTILITIES

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshall prior to Application submission to Town Commission.

Depending on location of event, electrical and/or water may be available from the Town for a fee.

*Electrical Requirements: Electrical work requires an Electrical Building Permit.
 Generators over 5KW require an Electrical Building Permit.
 A Florida Licensed Electrical Contractor is required to obtain permits.*

All electrical requests shall meet the requirements of the Florida Building Code with final approval from the Town's Building Official at least 30 days prior to the Event. Contractor is required to schedule and successfully complete inspection of work prior to Event opening. Florida Building Code 101.4.1, 105.4.5.

Will any **electrical equipment be installed** in conjunction with the Special Event? (i.e. lighting in tents, outlets for cooking, stages, etc.) **NO**

If the Event requires the following on public property, list what equipment is to be installed and locations (include voltage, amperage, and phases of wiring) as well as company name providing the equipment. Describe below, include location and use, and also include locations on Site Plan:

 Electrical power:

 Water:

 Gas, propane, BBQ grills, generators:

 Fuel Storage:

SIGNAGE

All signage shall be included in the application if you wish to exceed the Town Code requirements. Signage shall be reviewed by Development Services (LindaC@lbtz-fl.gov) before Application is submitted to Town Commission). No signage shall be installed without permit.

Information on signage shall include location, colors, size and number of signs. Indicate signage to be placed in any right of way that directs traffic to the Event and their approximate size.

Are you requesting permission to erect signage for this Event? NO For each
sign please provide:

Description, number of signs, proposed dates, location, size of signs in square feet and letter size:

Include sign locations on detailed Site Plan or attach a separate sheet.

RESTROOMS (show on Site Plan)

The number of portable toilets required depends on the number of attendees, length and type of event, as determined by the Building Official.

Local businesses that have more than the required number of restroom facilities that allow their facilities to be used may count towards the extra restroom facilities required.

If Event is downtown, permit holder is required to obtain written approval from restaurants to allow participants to use their restroom facilities.

Number of restroom facilities required by Town: TBD
Number of additional restroom facilities, and type, that will be on event site: _____
(Show on Site Plan)

STREET CLOSURES

Street closures may be required at the Event's expense

Are you requesting that any public streets be closed for the Event? NO
:

TRAFFIC CONTROL/BARRICADES

A traffic control contractor may be required for events which require barricades or traffic control signage.

Please list your traffic control contractor, if applicable: N/A

VEHICLES

Vehicles are not allowed to drive or park on Town property or park grounds due to damage to underground irrigation systems and to the sod. Applicant shall be responsible for restoration of any damage to Town property.

Are you requesting to drive or park on town property or park grounds: NO

LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:

TRAFFIC CONTROL PLAN

Parking exemptions shall be approved by Assistant Town Manager prior to Application submission to Town Commission). Town may block spaces for safety and other reasons at the expense of the Event.

Include detailed Site Plan indicating how on and off street parking will be accommodated.

Are you requesting the reservation of any Town parking meter spaces for the Event?
NO

If yes, provide the meter numbers on the Site Plan and purpose for which they will be used.

All parking meter fees are paid 30 days prior to the event.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

Off duty police officers are required, at the applicant's expense, for street closures, events with alcohol, or large crowds, as determined by the Sheriff's Department. Large events may require a code compliance officer to ensure compliance with Town codes.

Do you anticipate needing off duty police officers for your Event? NO
Do you anticipate needing code compliance officers for your Event? NO

CONCESSIONS:

A no-compete clause pertaining to local restaurants will be required where applicable.

Are you planning to have any type of concessions? YES

If YES, has the Florida Health Department approved the food vending Site Plans?
NO

If yes, is the food provided by a Non-Profit _____ or For Profit ___x___ organization?

Is the food free of charge _____ or for sale ___x___

Do all food vendors have a temporary food service permit? YES if applicable

Please list the types of food that will be served:

Are you requesting any of the following types of cooking equipment be used on site: TBD

Charcoal Grills _____	Sterno _____	Fryers _____	Open fires _____
Propane Grills _____	Refrigerators _____	Smokers _____	Hoods _____
Concession trailers _____	Warmers _____	LP Tanks _____	Other _____

Provide details of dispensing locations here and on Site Plan

ALCOHOL

State license is required to be submitted to the Town at least 30 days prior to the event

Are you planning on selling alcoholic beverages at the event? YES

If YES, has a liquor permit been obtained from the State of Florida? YES

Provide details of dispensing locations here and on Site Plan

Provide contact information for all license holders that will be serving alcohol: TBD

VENDORS

A list of all vendors their company name is required for initial approval and final list is required 30 days prior to event and subject to approval (add here or on separate page, and vendor location on site Plan):

Name	Company	Vendor Type
------	---------	-------------

ANIMALS

Any exhibition or similar undertaking in which animals are required to participate in performances for the amusement or entertainment of an audience is subject to Town Commission approval.

Are animals included in your event? NO

If yes, please give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event? NO

SALE OF MERCHANDISE

Are you requesting approval to offer other items for sale at the event? YES

List items for sale: local crafts , goods and food

RIDES

Rides or other amusement may require a State of Florida inspection

Copies of contracts with any provider of rides, mechanical devices and amusements shall be submitted to the Town at least 30-days prior to the event.

Are rides to be included in the Event? NO

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds and other marine life. Sea turtles and fish often mistake the balloons for jellyfish, eat them and die when their stomachs become blocked. Birds can become entangled in the balloon strings and drown. To help reduce the threats caused by balloons, I agree that there will be no release of balloons at this event and I have been informed that the release of balloons is illegal under Florida Statute 379.233. Balloons may be used for decorations at an event but they must either be deflated or taken home at the end of the event, NEVER released into the air. Failure to abide by this requirement will result in the cancellation of the current Event and denial of future special event permits.

I agree no balloons will be released ____ agreed G.N ____

FIRE WATCH or EMS ONSITE

If required by the Fire Marshall, the applicant shall provide for a fire watch and/or an EMS Crew during the event. Large events or those using combustible materials may require qualified stand-by personnel and the appropriate equipment, the cost of which is the responsibility of the applicant.

First Aid facilities may be required by Town at Event's expense. Initial ___ GN ___

INSURANCE

Insurance requirements differ depending on the type of event and if alcohol is served.

For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty days written notice required for cancellation.

Certificate of Liability Insurance naming the Town as additional insured is required from all Event businesses, promoters, and other related event planners

An approved form of a Certificate of Liability Insurance may be required with your Application for approval by the Town Commission and/or shall be provided the Town at least 30 days prior to the Event date.

Talk to Town Staff representative if your Event proposes serving alcohol or having fireworks about insurance requirements, as both require additional insurance.

Do you and all parties involved have the required insurance coverage needed for this Event?
YES

EVENT CONDITIONS

Approval for this Event shall expire without future action of the Town if all documents such as but not limited to insurance certificates, health and liquor licenses, BSO police detail contract(s), Fire Marshall or Development Services approvals, MOT Plan, Solid Waste Plan, final Site Plan, any monies due to Town, and other material requirements are not submitted at least 30 days prior to the Event.

Copies of State and County licenses for all vendors and contractors shall be filed with the Town 30 days in advance of the Event. (Final list of vendors and their locations shall be submitted to the Town no later than two weeks prior to the event unless otherwise approved in advance by Town)

If the Event is approved by the Commission, they will establish the Event conditions that the application shall abide by during the Event. Standard Conditions shall include, but are not limited to the following:

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about ___9am___ and the area will be cleaned and open by ___10pm___

4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.
5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Municipal Services Director. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at _____ pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
 - a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b) No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c) All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide

such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.

- d) In the Event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the subapplicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.
 - e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.
23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.
25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

Applicant shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising directly or indirectly from this Special Event and resulting or accruing from any intentional act or any negligent act, omission or error of Applicant which in turn results in or relates to injuries to body, life, limb or property sustained in, about or upon the Special Event Area, and arising from the use of the Town property.

Applicant shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the Town as a result of any claim, suit or cause of action accruing or in any way arising out of this Special Event Application for injuries to body, life, limb or property as set forth above.

Applicant shall save the Town harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any claim, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

An event held on property that is not owned by the applicant requires the permission of the property owner, which is granted by having the property owner sign this special event application.

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances or statutes.

Additions and/or revisions to this application must be submitted in writing.

Applicant	Property Owner
<i>I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.</i>	<i>I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.</i>
Applicant's Signature (required): _____	Property owner's Signature (required): _____
Date _____	Date: _____
Applicant's (Print information below) Name: Title: Founder Organization: The Better Days Foundation Telephone: 954-594-2398 Mobile: 954-594-2398 Email: Garret@betterdays.foundation	Property Owner's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:
STATE OF FLORIDA: COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.
My Commission Expires: _____ _____ Notary Public, State of Florida	My Commission Expires: _____ _____ Notary Public, State of Florida

SITE PLAN DETAILS

Site Plans often do not include the details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

The following details are intended to be a guide to assist you in developing a Site Plan. A current survey of the property is most helpful. If a survey is not available, a drawing depicting the area of the Event should include these details, as necessary. More than a one page Site Plan may be included in your application if details of specific areas are important to your Event.

*A detailed map of the Event site identifying location of each of the following **MUST** be drawn here or attached to this application prior to submission. Dimensions are required to determine if available site will support all of the proposed activities.*

Cooking Areas need to be separated from public areas with fences or barricades

Canopy, tents or other covers: locations should include the size, type, & (shelter, vending, food, EMS)

Location:

The site of the event, with streets, parks and other landmarks identified Routes
for races, parades, etc.

Traffic routing and road closures

Ticket Kiosks

Access control points

Signage (*shall be approved by Development Services prior to Application submission to Town Commission*)

Signs (location, size, color and wording)* **Public Services:**

Fire lanes (emergency access for fire equipment and EMS)

Restroom facilities (incl. Portable & Private)

Locate electrical equipment, permanent and temporary (temporary electrical installation (must be to code and approved by Town)

Trash and Recycling receptacle locations

Smoking and No Smoking areas

Pedestrian walkways

Garbage Cans

Recycling Bins

Hazard/ Precautions:

Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water) Fencing, barriers, barricades, walls, gates, etc.

Gasoline, propane, grills, fire, charcoal, generators, any other flammable fuel

Fuel Storage and dispensing areas

Fire Extinguishers Minimum size 4A/10BC one every 75 ft. of travel. If cooking, Class K or 1 40BC rated Fire Extinguisher for every cooking station or canopy (at discretion of Fire Marshall) Generators (shall be approved by Fire Marshall in advance) **Event:**

Canopies, tents, stages (types shall be specified) locations for sales, food service, etc. *Large tents will require Fire Marshall approval of illuminated exit signs and fire extinguishers)*

Vendor locations (booths or tables and approximate size, (Vendor's company names phone numbers and email addresses required on separate page at least 48 hours in advance of the Event) Restrooms – Portable and Private

First Aid facilities

Trailers, storage, sleeping facilities, service boxes, displays, etc.

Alcohol serving/consuming areas

Rides and Amusements, Rides, demonstrations, performance areas and stages including Musicians and Artists

Parking:

Parking areas, location, parking spaces, and parking space numbers that will be blocked; to load/unload before, during or after the event and the amount of time for each occurrence

Code or Security Enforcement (paid by Event)

EMS stand-by or Fire watch areas (include first aid stations)

Police: Off duty police officers (if known)

DETAILED SITE PLAN

See above for inclusion examples

*A detailed map of the event site identifying location of each of the following **MUST** be drawn here or attached to this application prior to submission. Dimensions are required to determine if available site will support all of the proposed activities.*

← El Prado Park, 4500 El Ma... ×



VENDORS

VENDORS

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**ADDITIONAL VENDOR
SPACE**

**ADDITIONAL VENDOR
SPACE**

**ADDITIONAL VENDOR
SPACE**

STAGE

**GREEN SPACE WILL BE USED FOR
YOGA AND MEDITATION SESSIONS
ACTIVITIES
DANCE AREA FOR THE BAND**

VENDORS

VENDORS

Applicant's Certification

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances or statutes.

Additions and/or revisions to this application shall be submitted in writing.

I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.

Garret Nathan

Applicant's Signature (required)

Date

Garret Nathan 954-594-2398
Applicant's Printed Name and Title/Organization Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida,
by _____ who is personally known to me/provided
_____ as identification and who did/did not take an oath.

Notary Public, State of Florida My
Commission Expires:



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

BETTER DAYS FOUNDATION
C/O GARRET J NATHAN
104 COMERCIAL BLVD UNIT 1-2
LAUD BY THE SEA, FL 33308

Date: 03/12/2022
Employer ID number: 87-2074202
Person to contact: Name: Customer Service
Telephone: 877-829-5500
Accounting period ending: December 31
Public charity status: 509(a)(2)
Form 990 / 990-EZ / 990-N required: Yes
Effective date of exemption: July 28, 2021
Contribution deductibility: Yes
Addendum applies: No

Dear Applicant

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P



Sec. 13-6. Noise limitations.

- (a) *Prohibition of sound disturbance.* No person shall make, continue or cause to be made or continued any sound disturbances which violate the noise limitations, as defined in this section.
- (b) *Method of measurement generally.* For the purpose of measuring the volume, intensity and frequencies of sound, the measurement of sound shall be made with a sound level meter operating on the "A" and "C" weighting scale of any standard design and quality meeting the standards prescribed by the American National Standards Association (ANSI). The instruments shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the sound source. The microphone used during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. A wind-screen for the microphone shall be used when required. Traffic, aircraft, and other background sounds shall not be considered in taking measurements, except where such background sound interferes with the primary sound being measured.
 - (1) The slow meter response of the sound level meter shall be used in order to best determine that the average sound has not exceeded the standards set forth in subsections (c)(1) and (c)(2) below.
 - (2) The measurement shall be made at or beyond the real property line of the property on which such sound is generated, or perceived, as appropriate, approximately five feet above ground.
 - (3) In the case of an elevated or directional sound source, compliance with the sound limits is to be maintained at any elevation at or beyond the real property line.
- (c) *Maximum sound levels.* The maximum dBA and dBC sound levels permitted on any property within the Town shall be as follows:
 - (1) The following maximum limitations on sound disturbances shall apply within Zone A (commercial noise zone), as delineated in the map shown in Figure 13:
 - a. Between the hours of 7:00 a.m. and 10:00 p.m., no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 85 dBA or 85 dBC.
 - b. Between the hours of 10:00 p.m. and 7:00 a.m. the following morning, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 75 dBA or 75 dBC.
 - (2) The following maximum limitations on sound disturbances shall apply within Zone B (residential noise zone), as delineated in the map shown in Figure 13:
 - a. Between the hours of 7:00 a.m. and 10:00 p.m., no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 60 dBA or 65 dBC.
 - b. Between the hours of 10:00 p.m. and 7:00 a.m. the following morning, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 55 dBA or 65 dBC.
- (d) *Maximum sound level for activities duly authorized by special event permit.* An activity which has been granted a special event permit pursuant to article VIII of chapter 17 of the Code of Ordinances shall be subject to the maximum limitation on sound disturbances provided within this subsection. In connection

with the permitted special event, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond 100 feet from the source from which the sound emanates if the source is located on public property, or at or beyond the real property line if the source is on private property, a sound level that exceeds the dBA or dBC standard in (c) applicable to the point of measurement and the time of measurement, unless a different standard is established in the special event permit.

(Ord. No. 2009-14, § 2, 7-28-09; Ord. No. 2014-06, § 2, 8-19-14)



Agenda Item No: 13.b.

Town Commission Agenda Item Report

Meeting Date: August 27, 2024

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2024-29: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AN UPDATED FEE SCHEDULE FOR SPECIAL EVENTS, AND OTHER USE OF PUBLIC PROPERTIES, BY AMENDING THE FEES RELATED TO SPECIAL EVENTS, PARK USES, AND STREET PERFORMERS; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE

Explanation: The Commission has asked the Town staff to review the Town's current application fees and present recommendations for increases that may be necessary. Staff will be presenting information to the Commission by department monthly. On tonight's agenda are the Town's fees for special events. The current special event rental schedule was first adopted on September 24, 2012 as Resolution 2012-35. Fees associated with special events being held in the west plazas were established in 2017. All other fees were established in 2014.

Recently, staff surveyed surrounding municipalities to obtain a municipal comparison of current special events. Results are included in Table 1.

Table 1 - Special Event Application Fees

Municipality	Lauderdale By The Sea	Oakland Park	Fort Lauderdale	Pompano Beach	Deerfied Beach
90 - days before event	\$ 100	\$ 250	\$ 200	\$ 50	\$ 50
60-89 days before event	\$ 100	\$ 250	\$ 1,000	\$ 50	\$ 50
Less than 60 days	\$ 250	\$ 350	CM Approval	\$ 50	\$ 75
Less than 30 days	\$ 250	\$ 450	CM Approval	\$ 50	\$ 100

Based on this information, the Staff recommends the following changes to our special event fees as outlined in Table 2.

Table 2 - Proposed Special Event Fees

Fee Type	Current	Proposed	Date Last Changed
Park Use Permit • Single day event, less than 25 people	\$100	\$125	Sept 2014 Resolution 2014-20
• Single day event, 25 people or more	\$100	\$125	Sept 2014 Resolution 2014-20
• Multi-day event: plus impact fees set by Town Manager	\$100	\$125	Sept 2014 Resolution 2014-20
Special Event Application Fee • Submitted at least 60 days in advance of the proposed event date	\$100	\$125	Sept 2014 Resolution 2014-20
• Submitted between 59 days and 30 days prior to event	\$250	\$275	Sept 2014 Resolution 2014-20
• Recurring event within a 6-month period	\$500	\$525	Sept 2014 Resolution 2014-20
• Semi-public business event that use private or public property with less than 50 people at any one time	\$50	\$75	Sept 2014 Resolution 2014-20
Special Event Application Fee for West Commercial Business District • Electrical Fee	\$25	\$50	October 2017 Resolution 2017-41
• Submitted at least 60 days in advance	\$20	\$25	October 2017 Resolution 2017-41
• Submitted between days and 30 days prior to event plus costs of processing application (not to exceed \$1,500)	\$50	\$60	October 2017 Resolution 2017-41
Special Event Use Fees for Road Closures and El Mar	\$100 per day	\$125 per day	September 2014

Median Lane Parking – Road Closures • Less than 100 people			Resolution 2014-20
• 101-200 people	\$200 per day	\$225 per day	September 2014 Resolution 2014-20
Special Event Use Fees for Road Closures and El Mar Median Lane Parking – El Mar Median Lane Parking	\$250	\$275	September 2014 Resolution 2014-20

Recommendation: Approve Resolution 2024-29 adopting the amended special event fees

Exhibits:

1. Resolution 2024-29 Amending Special Event Fees
2. Resolution 2017-41 - Fee Resolution (Special Events)

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28 **WHEREAS**, on February 10, 2015, the Town Commission adopted Resolution 2015-05,
29 which included fees related to Medical Marijuana Permits, Street Performers and Vending
30 pursuant to Ordinances 2014-15, 2015-01, and 2015-02, respectively; and

31 **WHEREAS**, Resolution 2015-05 also updated the Development Review Permit and
32 License Fee Schedule to establish additional fees for permits or reviews which require Town staff
33 and resources; and

34 **WHEREAS**, Resolution 2015-19 updated Development review fee schedule; and

35 **WHEREAS**, Resolution 2016-20 further updated the Development review fee
36 schedule; and

37 **WHEREAS**, Resolution 2016-35 moved the fee schedules from Development to
38 Administration for Special Events, Park Use Permits, Vending, Street Performing, and New Racks,
39 and included in the fee schedule the plazas and pavilion, while also updating when payment of
40 fees or monies are due to the Town; and

41 **WHEREAS**, Resolution 2017-06 updated Fee Schedule related to use of Jarvis Hall, and
42 adopt limitations on the frequency of the use of Jarvis Hall; and

43 **WHEREAS**, pursuant to Section 1-13 of the Lauderdale-By-The-Sea Code of Ordinances,
44 the Town Commission desires to further amend the Fee Schedule for Special Events and Other
45 Use of Public Properties by amending the fees related to Special Events, Park Uses, Street
46 Performers; and

47 **WHEREAS**, the Town Commission finds it to be in the best interest of the Town and its
48 citizens to adopt an updated Fee Schedule for Special Events and Other Use of Public Properties
49 that amends the fees related to Special Events, Park Uses, and Street Performers, and adopts the
50 fees as set forth in this Resolution.

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

53
54 **Section 1.** **Recitals.** Each “WHEREAS” clause set forth is true and correct and
55 incorporated herein by this reference.

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57 **Section 2.** **Fees.** The Fee Schedule for Special Events and Other Use of Public
58 Properties, which includes the fees for the use of Jarvis Hall and the Plazas, is hereby amended as
59 follows ¹:

<u>Special Event, Park Use, and Street Performing Fee Schedule for Special Events and Other Use of Public Properties</u>		
The following is applicable to all <u>special events</u> and <u>other use of public properties</u> park use permits :		
1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail. 2. All fees, including any monies owed the Town must be paid before the event or park permit is issued. 3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced. 4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager.		
	Type of Activity, Permit or License	Fee
1. Chapter 14.3 – Parks		
A Park Permit is required for groups of 25 people plus or when a specific area is reserved. A Park Use Permit may not be approved if submitted within 14 business days of a proposed event.		
Private event in a park or at the beach where the public is not invited:		
1.1	Single day event, less than 25 people: No reserved area Reservation of a specific area.	No permit required \$400 <u>125</u>
1.3	Single day event, 25 people + with or without reserved area.	\$400 <u>125</u>
1.4	Multi-day event	\$400 <u>125</u> Permit Fee plus an impact

¹ Text shown in underline reflects text or new or revised fees. Text shown in strikethrough reflects deleted text or fee amounts.

Special Event, Park Use, and Street Performing
Fee Schedule for Special Events and Other Use of Public
Properties

1.5	One day event (local or non-local user) that charges admission or registration or sell commercial products or services.	fee set by the Town Manager based on the activity, number of attendees, and impact on the facility
2. Chapter 14.5 - Street Performing		
2.1	Street performing annual permit fee	\$50
3. Chapter 17 - Special Events		
3.1	Special Event Application Fee See also use fees. See 3.2 For events hosted by a businesses with less than 15 employees in the Commercial District along Commercial Boulevard from A1A to West Tradewinds Application filed within 30 days of an event will not be accepted.	
	1. A volunteer event that provides direct benefits to the LBTS community. (examples: beach clean-up, Easter egg hunt, free yoga and meditation, etc.)	-0- (Town Manager may authorize an application to be accepted within 30-days of the event)
	2. Submitted at least 60 days in advance of the proposed event date	\$100 125
	3. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	\$250 275 Plus costs, not to exceed \$1,500.
	4. A recurring event within a 6 month period	\$500 525
	5. A recurring event within a 12 month period (for example, once a week or once a month).	\$800
	6. An event that has been advertised prior to Commission approval.	\$250 in additional to the application fee
	7. Semi-public business events that use private or public property with less than 50 people at any one time.	\$50 75 Event may be approved by the Town Manager
	8. Events (local and non-local user)that charges admission or registration or sell commercial products or services	Set by the Town Manager based on purpose, number of attendees, and impact on the facility
3.2	Special Event Application Fee for West Commercial Business District Commercial District events may be approved by the Town Manager if the event is consistent with the Commission's policy direction on special events and meets the following criteria:	

Special Event, Park Use, and Street Performing Fee Schedule for Special Events and Other Use of Public Properties

1. Less than 75 people at any time 2. 2. Located along Commercial Boulevard from Seagrape to West Tradewinds The \$2550 electrical use fee will be waived for usage of one 20-amp outlet at event Application filed within 30 days of an event will not be accepted.		
1. Submitted at least 60 days in advance of the proposed event date		\$20 25
2. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.		\$50 60 Plus costs, not to exceed \$1,500.
3. A recurring event within a 12 month period (for example, once a week or once a month).		\$15 per event day
4. An event that has been advertised prior to Commission approval.		\$250 in additional to the application fee
5. Events that charges admission or registration or sell commercial products or services		Set by the Town Manager based on purpose, number of attendees, and impact on the area.

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3.3	Special Event Use Fees for Road Closures and El Mar Median Lane Parking The following use fees are in addition to the Special Event Application Fee, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.		
	Event Conditions:	Road Closure	El Mar Median Lane Parking
	1. Private or public business events that use public property with less than 50 people at any one time.	N/A	N/A
	2. Less than 100 people	\$100 125 per day	N/A
	3. 101 - 200 people	\$200 225 per day	\$250 275
	4. More than 200 people	Set by Commission based on purpose, number of attendees, and impact	
	5. Events (local or non-local user) that charges admission or registration or sell commercial products or services	Set by Commission based on purpose, number of attendees, and impact.	

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4. Chapter 17 - Jarvis Hall

User	Deposit	Rental Fee	Rental Policy (1) (2)
4.1. LBTS Resident (household)	\$100	\$-0-	Limit of 4 rentals in a twelve month period.
4.2. LBTS civic association, charity, community group, or non-profit organization.	\$100	\$-0-	Limit of 16 rentals in a twelve month period, which normally will be one per month plus special events.
4.3. LBTS Business	\$100	\$-0-	Limit of 3 rentals in a twelve month period.
4.4. Governmental entity or agency	\$-0-	\$-0-	As approved by the Town Manager
4.5. Out-of-Town charitable or non-profit	\$-0-	\$100 per day	Limit of 3 rentals in a twelve month period.
4.6. Non-Resident	\$300	\$200 for up to 3 hours, then \$50 per hour	Limit of 3 rentals in a twelve month period.
4.7. Out-of-Town Business	\$300	\$300 for up to 3 hours, then \$50 per hour	Limit of 3 rentals in a twelve month period.
4.8. Additional Service such as special set-ups, opening and closing services outside of business hours, or staffing at event.	Prepaid or charged to deposit	Actual cost determined by the Town Manager.	
4.9 Events (local or non-local user) that charge admission or registration or sell commercial products or services.	TBD	Set by the Town Manager based on purpose, number of attendees, and impact on the facility.	
(1) Each rental or event is limited to 3 consecutive days, which includes move in and move out. Upon the Applicant demonstrating a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes, including but not limited to additional time for set-up and breakdown of events, that are consistent with the Town Code and the Town Commission’s policy direction on the use of Jarvis Hall.			
(2) A rental application denied by the Town Manager may be appealed to the Town Commission.			

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5. Use of the Dunes Plaza, Connie Hoffmann Plaza or Beach Pavilion Plaza

General philosophy: The Dunes Plaza, Connie Hoffmann Plaza and Beach Pavilion (“**The Plazas**”) are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They are available for events that are open to the general public or are of significant benefit to the Town. The Use Fees are set so the users bear the costs related to their events, rather than the Town subsidizing those events.

Generally, The Plazas will not be rented for events that are not open to the general public, although it is understood that there may be uses that require an admission fee or cost to the public.

The Town Commission may authorize the private use of one or more plaza by a user for an event that is deemed to be of significant benefit to the Town. (Example: a party hosted by the Town and the Convention & Visitors’ Bureau whose purpose is to showcase the Town to visiting travel agents or dignitaries).

Potential use on holidays.

- a. The Town Commission will decide in advance if they will make a plaza available for use by a Town commercial businesses or Town-based non-profit organizations on specific holidays.
- b. On those holidays the Commission designates, the Town will accept proposals for use six months in advance of the holiday and determine which proposals best fit the image and goals of the Town. After the Commission ranks the proposals in preferred order, staff will negotiate rental fees with the first ranked proposer and bring them back to the Commission for approval.
- c. The same business or non-profit organization may not rent the same space on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager will determine whether others are interested in the opportunity, based on whether she or he has received written notice of such interest from an eligible business or organization no later than seven months prior to the holiday.

Use on the same day as a special event. Rentals will not be considered on days or evenings of Special Events if the Town Manager determines that a conflict would occur.

Sales. There will be no sales during an event except for 1) food products provided to the attendees, 2) items sold at a charity event, or, 3) hand-made artisan products.

Cancellation: The Town Commission reserves the right to cancel the rental up to 90 days in advance.

The following use fees apply, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.

5.1	Advanced Advertising. An event that was advertised prior to receiving Commission approval	\$500 plus the application fee and use fee(s).
5.2	Plaza Event Application Fee (does not include Use Fee(s))	\$100 if filed at least 60 days in advance of the proposed event date. \$250 if submitted between 59 days and 30 days prior to the event AND any cost recovery fees for the costs for Town staff (including police and fire services) and any consultant time attributable to the processing of the application, not to exceed \$1,500.

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

The use fee is per plaza. If an organization wants to utilize more than one plaza for their event, they must pay for each space.

Use of the plazas as part of a larger special event are subject to the plaza use fees, in addition to the any other Special Event Use Fee, but may be waived or modified by the Town Commission upon a finding that the applicable event will provide a public benefit.

Application filed within 30 days of an event date will not be accepted.

A Deposit may be required and will be set by the Town Manager based on purpose, number of attendees, and impact on the facility.

5.3	LBTS businesses (limited to 4 rentals per year per business)	\$850 per day per plaza
5.4	LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization)	\$215 per day per plaza
5.5	Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental per organization per year)	\$425 per day per plaza

Section 3. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage. The increased fees set forth herein related to Special Events, Park Uses, and Street Performers shall apply to all new requests submitted after the passage and adoption of this Resolution.

PASSED AND ADOPTED this _____ day of August 2024.

Mayor Edmund Malkoon

Attest:

APPROVED AS TO FORM:

83
84 Town Clerk, Katrina Adler
85
86
87 (CORPORATE SEAL)

Susan L. Trevarthen, Town Attorney

RESOLUTION 2017-41

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AN UPDATED FEE SPECIAL EVENT, PARK USE, PLAZAS AND PAVILION AND INCLUDE VENDING, STREET PERFORMNG FEE SCHEDULES, BY AMENDING THE FEES FOR EVENTS HOSTED BY BUSINESSES IN THE WEST COMMERCIAL BUSINESS DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 1 “General Provisions,” Section 1-13 “Fees,” of the Code of Ordinances provides that, except as otherwise provided by the Code or other applicable law, fees related to any process or approval established by the Code (including but not limited to service, application, permit, license and user fees) may be established, repealed and amended by resolution of the Town Commission; and

WHEREAS, On September 24, 2012, the Town Commission adopted Resolution No. 2012-35 establishing fees for the Rental of Jarvis Hall; and

WHEREAS, On May 27, 2014, the Town Commission adopted Resolution 2014-18 adopting policies and fees governing the use of the Dunes Plaza, Ocean Plaza and Beach Pavilion; and

WHEREAS, On September 23, 2014, the Town Commission adopted Resolution 2014-20 revising fees for the Rental of Jarvis Hall and adopting and combining fees for Parks and Special Events; and

WHEREAS, on September 23, 2014, the Town Commission adopted Resolution 2014-30 amending the Development Review Permit and License Fee Schedule to consolidate fees and include missing fees; and

30 **WHEREAS**, on February 10, 2015 the Town Commission adopted Resolution 2015-05
31 which included fees related to Medical Marijuana Permits, Street Performers and Vending
32 pursuant to Ordinances 2014-15, 2015-01 and 2015-02 respectively; and

33 **WHEREAS**, Resolution 2015-05 also updated the Development Review Permit and
34 License Fee Schedule to establish additional fees for permits or reviews which require Town
35 staff and resources; and

36 **WHEREAS**, Resolution 2015-19 updated Development review of fee schedule; and

37 **WHEREAS**, Resolution 2016-20 updated the Development review of fee schedule; and
38 the Town moved the fee schedules from Development to Administration for Special
39 Events, Park Use Permits, Vending, Street Performing, New Racks and include in the fee
40 schedule the plazas and pavilion, while also updating when payment of fees or monies due the
41 Town;

42 **WHEREAS**, Resolution 2016-35 moved the fee schedules from Development to
43 Administration for Special Events, Park Use Permits, Vending, Street Performing, New Racks
44 and include in the fee schedule the plazas and pavilion, while also updating when payment of
45 fees or monies due the Town;

46 **WHEREAS**, Resolution 2017-06 updated Fee Schedule related to use of Jarvis Hall, and
47 adopt limitations on the frequency of the use of Jarvis Hall,

48 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF**
49 **THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**
50

SECTION 1. Fees. Pursuant to Section 1-13, Lauderdale-By-The-Sea Code of Ordinances, the schedule of fees for Special Events, Park Uses, Plazas and Beach Pavilion, Street Performers, Vendors, and News Racks, are hereby adopted as follows¹:

WHEREAS, the Town Commission finds it to be in the best interest of the Town and its citizens to adopt an updated Fee Schedule that amends the fees related to events hosted by small businesses in the West Commercial District (Seagrape to West Tradewinds), and adopt fees as set forth in this Resolution.

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

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

Section 2. The schedule of fees for Special Events, Park Use and Street Performers, which includes the fees for the use of Jarvis Hall and the Plazas, is hereby adopted as follows:

Special Event, Park Use, and Street Performing Fee Schedule	
The following is applicable to all event and park use permits: 1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail. 2. All fees, including any monies owed the Town must be paid before the event or park permit is issued. 3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced. 4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager.	
Type of Activity, Permit or License	Fee
1. Chapter 14.3 – Parks A Park Permit is required for groups of 25 people plus or when a specific area is reserved.	

¹ Text shown in underline reflects new or revised fees. Text shown in strikethrough reflects deleted fee amounts.

A Park Use Permit may not be approved if submitted within 14 business days of a proposed event.		
Private event in a park or at the beach where the public is not invited:		
1.1	Single day event, less than 25 people: No reserved area Reservation of a specific area.	No permit required \$100
1.3	Single day event, 25 people + with or without reserved area.	\$100
1.4	Multi-day event	\$100 Permit Fee plus an impact fee set by the Town Manager based on the activity, number of attendees, and impact on the facility
1.5	One day event (local or non-local user) that charges admission or registration or sell commercial products or services.	
2. Chapter 14.5 - Street Performing		
2.1	Street performing annual permit fee	\$50
3. Chapter 17 - Special Events		
3.1	Special Event Application Fee See also use fees. <u>See 3.2 For events hosted by a businesses with less than 15 employees in the Commercial District along Commercial Boulevard from A1A to West Tradewinds</u> Application filed within 30 days of an event will not be accepted.	
	1. A volunteer event that provides direct benefits to the LBTS community. (examples: beach clean-up, Easter egg hunt, free yoga and meditation, etc.)	-0- (Town Manager may authorize an application to be accepted within 30-days of the event)
	2. Submitted at least 60 days in advance of the proposed event date	\$100
	3. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	\$250 Plus costs, not to exceed \$1,500.
	4. A recurring event within a 6 month period	\$500
	5. A recurring event within a 12 month period (for example, once a week or once a month).	\$800
	6. An event that has been advertised prior to Commission approval.	\$250 in additional to the application fee
	7. Semi-public business events that use private or public property with less than 50 people at any one time.	\$50 Event may be approved by the Town Manager

	8. Events (local and non-local user)that charges admission or registration or sell commercial products or services	Set by the Town Manager based on purpose, number of attendees, and impact on the facility
3.2	Special Event Application Fee for West Commercial Business District <u>Commercial District events may be approved by the Town Manager if the event is consistent with the Commission's policy direction on special events and meets the following criteria:</u> 1. <u>Less than 75 people at any time</u> 2. <u>2. Located along Commercial Boulevard from Seagrape to West Tradewinds</u> <u>The \$25 electrical use fee will be waived for usage of one 20 amp outlet at event</u> <u>Application filed within 30 days of an event will not be accepted.</u>	
	1. <u>Submitted at least 60 days in advance of the proposed event date</u>	<u>\$20</u>
	2. <u>Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.</u>	<u>\$50</u> <u>Plus costs, not to exceed \$1,500.</u>
	3. <u>A recurring event within a 12 month period (for example, once a week or once a month).</u>	<u>\$15 per event day</u>
	4. <u>An event that has been advertised prior to Commission approval.</u>	<u>\$250 in additional to the application fee</u>
	5. <u>Events that charges admission or registration or sell commercial products or services</u>	<u>Set by the Town Manager based on purpose, number of attendees, and impact on the area.</u>

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3.3	Special Event Use Fees for Road Closures and El Mar Median Lane Parking The following use fees are in addition to the Special Event Application Fee, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.		
	Event Conditions:	Road Closure	El Mar Median Lane Parking
	1. Private or public business events that use public property with less than 50 people at any one time.	N/A	N/A
	2. Less than 100 people	\$100 per day	N/A
	3. 101 - 200 people	\$200 per day	\$250
	4. More than 200 people	Set by Commission based on purpose, number of attendees, and impact	
	5. Events (local or non-local user) that charges admission or registration or sell commercial products or services	Set by Commission based on purpose, number of attendees, and impact.	

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4. Chapter 17 - Jarvis Hall

User	Deposit	Rental Fee	Rental Policy (1) (2)
4.1. LBTS Resident (household)	\$100	\$-0-	Limit of 4 rentals in a twelve month period.
4.2. LBTS civic association, charity, community group, or non-profit organization.	\$100	\$-0-	Limit of 16 rentals in a twelve month period, which normally will be one per month plus special events.
4.3. LBTS Business	\$100	\$-0-	Limit of 3 rentals in a twelve month period.
4.4. Governmental entity or agency	\$-0-	\$-0-	As approved by the Town Manager
4.5. Out-of-Town charitable or non-profit	\$-0-	\$100 per day	Limit of 3 rentals in a twelve month period.
4.6. Non-Resident	\$300	\$200 for up to 3 hours, then \$50 per hour	Limit of 3 rentals in a twelve month period.
4.7. Out-of-Town Business	\$300	\$300 for up to 3 hours, then \$50 per hour	Limit of 3 rentals in a twelve month period.
4.8. Additional Service such as special set-ups, opening and closing services outside of business hours, or staffing at event.	Prepaid or charged to deposit	Actual cost determined by the Town Manager.	
4.9 Events (local or non-local user) that charge admission or registration or sell commercial products or services.	TBD	Set by the Town Manager based on purpose, number of attendees, and impact on the facility.	
(1) Each rental or event is limited to 3 consecutive days, which includes move in and move out. Upon the Applicant demonstrating a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes, including but not limited to additional time for set-up and breakdown of events, that are consistent with the Town Code and the Town Commission’s policy direction on the use of Jarvis Hall.			
(2) A rental application denied by the Town Manager may be appealed to the Town Commission.			

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5. Use of the Dunes Plaza, Connie Hoffmann Plaza or Beach Pavilion Plaza

General philosophy: The Dunes Plaza, Connie Hoffmann Plaza and Beach Pavilion ("The Plazas") are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They are

available for events that are open to the general public or are of significant benefit to the Town. The Use Fees are set so the users bear the costs related to their events, rather than the Town subsidizing those events.

Generally, The Plazas will not be rented for events that are not open to the general public, although it is understood that there may be uses that require an admission fee or cost to the public.

The Town Commission may authorize the private use of one or more plaza by a user for an event that is deemed to be of significant benefit to the Town. (Example: a party hosted by the Town and the Convention & Visitors' Bureau whose purpose is to showcase the Town to visiting travel agents or dignitaries).

Potential use on holidays.

- a. The Town Commission will decide in advance if they will make a plaza available for use by a Town commercial businesses or Town-based non-profit organizations on specific holidays.
- b. On those holidays the Commission designates, the Town will accept proposals for use six months in advance of the holiday and determine which proposals best fit the image and goals of the Town. After the Commission ranks the proposals in preferred order, staff will negotiate rental fees with the first ranked proposer and bring them back to the Commission for approval.
- c. The same business or non-profit organization may not rent the same space on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager will determine whether others are interested in the opportunity, based on whether she or he has received written notice of such interest from an eligible business or organization no later than seven months prior to the holiday.

Use on the same day as a special event. Rentals will not be considered on days or evenings of Special Events if the Town Manager determines that a conflict would occur.

Sales. There will be no sales during an event except for 1) food products provided to the attendees, 2) items sold at a charity event, or, 3) hand-made artisan products.

Cancellation: The Town Commission reserves the right to cancel the rental up to 90 days in advance.

The following use fees apply, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.

5.1	Advanced Advertising. An event that was advertised prior to receiving Commission approval	\$500 plus the application fee and use fee(s).
5.2	Plaza Event Application Fee (does not include Use Fee(s))	\$100 if filed at least 60 days in advance of the proposed event date. \$250 if submitted between 59 days and 30 days prior to the event AND any cost recovery fees for the costs for Town staff (including police and fire services) and any consultant time attributable to the processing of the application, not to exceed \$1,500.

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

The use fee is per plaza. If an organization wants to utilize more than one plaza for their event, they must pay for each space.

Use of the plazas as part of a larger special event are subject to the plaza use fees, in addition to the any other Special Event Use Fee, but may be waived or modified by the Town Commission upon a finding that the applicable event will provide a public benefit.

Application filed within 30 days of an event date will not be accepted.

A Deposit may be required and will be set by the Town Manager based on purpose, number of attendees, and impact on the facility.

5.3	LBTS businesses (limited to 4 rentals per year per business)	\$850 per day per plaza
5.4	LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization)	\$215 per day per plaza
5.5	Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental per organization per year)	\$425 per day per plaza

Section 3. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage. The fees and policies set forth herein for the use of Jarvis Hall shall apply to all new Jarvis Hall rental requests submitted after the passage and adoption of this Resolution.

PASSED AND ADOPTED this 24th October day of March 2017.



Mayor Scot Sasser

89 Attest:

APPROVED AS TO FORM:

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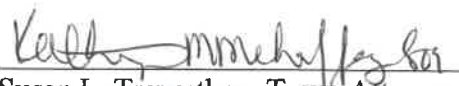
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Town Clerk, Tedra Allen

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95 (CORPORATE SEAL)


~~Susan L. Trevarthen~~, Town Attorney
Kathryn Mehalley



Town Commission Agenda Item Report

Meeting Date: August 27, 2024

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: RESOLUTION 2024-30: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REVISING THE TOWN OF LAUDERDALE-BY-THE-SEA PAY PLAN TO INCORPORATE NEWLY ESTABLISHED CODE COMPLIANCE POSITIONS; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE REVISED PAY PLAN BY ESTABLISHING TWO NEW POSITIONS AND PAY FRAMEWORK AND ESTABLISHING JOB DESCRIPTIONS; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

Explanation: On November 29, 2011, the Town of Lauderdale-By-The-Sea entered into an agreement with Calvin Giordano & Associates, Inc. (CGA) to offer code compliance services to the Town. CGA has provided Code Compliance services since that time with the current contract set to expire on December 30, 2024.

Staff had reservations regarding the quality of service that CGA was providing and, with the contract's expiration pending, Town staff began preparing an RFP for Code Services to see if there were affordable alternatives to CGA. At this time, CGA updated their Professional Fee Schedule (effective April 1, 2024 or when a new contract is approved). If the Town awarded CGA a new contract, we could expect the new cost to the Town for code services to nearly double from \$64 hourly to \$112 hourly. This would increase our budget for Code Compliance Services to nearly \$500,000. There are relatively few contractors that provide code compliance services and a brief investigation has found competitor's costs to be similar to what CGA would propose with a new contract.

Staff believes the Town can provide a better service for less money by hiring our code staff in-house. To accomplish this, we propose adding the following positions to the Town's authorized positions:

- One (1) Assistant Director of Development Services – Code Compliance position with a salary range of \$90,640 to \$135,960.
- Two (2) Code Compliance Officers positions with a salary range of \$51,500 to \$77,250.

Bringing the Code Compliance services in-house will require additional software costs for the code citation software and also the software to monitor vacation rentals. Even with these additional fees, the Town expects to not only reduce costs of providing these services but to also improve our customer relations in this division.

We are requesting that the positions be available immediately so that we can move forward with hiring the necessary employees to assist with the transition from CGA. There are savings in what was budgeted in our Town salaries to ensure we remain within our FY24 budget expenses.

Recommendation: Staff recommends approval of Resolution 2024 - 30 establishing three code compliance positions in the Town's Authorized Employee positions.

Exhibits:

1. Resolution 2024-30
2. Exhibit A - Proposed Authorized Positions 2024
3. Exhibit B - CODE COMPLIANCE OFFICER - Job Description
4. Exhibit C - ASSISTANT DIRECTOR OF DS CODE COMPLIANCE - Job Description

RESOLUTION 2024-30

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE BY THE SEA, FLORIDA, REVISING THE TOWN OF LAUDERDALE BY THE SEA PAY PLAN TO INCORPORATE NEWLY ESTABLISHED CODE COMPLIANCE POSITIONS; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE REVISED PAY PLAN BY ESTABLISHING TWO NEW POSITIONS AND PAY FRAMEWORK AND ESTABLISHING JOB DESCRIPTIONS; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town has historically contracted with Calvin Giordano & Associates, Inc. (CGA) to provide code compliance services; and

WHEREAS, the projected cost for prospective CGA code compliance services is expected to double, greatly increasing the Town's budgetary parameters relative to the provision of such services; and

WHEREAS, the Town has determined that it is more cost-effective to provide code compliance services using its own employees in lieu of renewing the services agreement with CGA; and

WHEREAS, in order to provide these services using Town employees, the positions of Assistant Director of Development Services – Code Compliance and Code Compliance Officer shall be established; and

WHEREAS, the Town wishes to approve a modification to its Pay Plan incorporating the newly established positions of Code Compliance Officer and Assistant Director of Development Services – Code Compliance, substantially in the form attached hereto as Exhibit "A"; and

WHEREAS, the approval of the revised Pay Plan establishes the Code Compliance Officer and Assistant Director of Development Services – Code Compliance positions and pay framework for said positions, as well as establishes the job descriptions, substantially in the form attached hereto as Exhibit "B" and Exhibit "C," respectively; and

WHEREAS, the Town Commission finds that approval and acceptance of the revised Pay Plan and job descriptions are in the best interest of the Town.

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

37 Section 1. The above recitals are true and correct and incorporated into this Resolution
38 by this reference.

39 Section 2. The revised Pay Plan, a copy of which is attached hereto as Exhibit “A,” is
40 hereby approved and accepted.

41 Section 3. The Town Manager and/or Town Officials are authorized to take all actions
42 necessary to implement the terms and conditions of the Pay Plan and the purposes of this
43 Resolution, together with the discretion to make non-substantial changes thereof, which include
44 establishing new code compliance positions and pay framework, as well as creating Town job
45 descriptions. A copy of the job description for Code Compliance Officer is attached hereto as
46 Exhibit “B,” and a copy of the job descriptions for Assistant Director of Development Services –
47 Code Compliance is attached hereto as Exhibit “C.”

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

50 Section 5. This Resolution shall become effective immediately upon passage.

51
PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea,
Florida, this _____ day of August, 2024.

MAYOR EDMUND MALKOON

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Lauderdale-By-The-Sea Pay Plan

Resolution 2023-32

Exhibit A

<u>Position</u>	<u>Grade</u>	<u>Role & Level</u>	<u>Grade Minimum</u>	<u>Grade Midpoint</u>	<u>Grade Maximum</u>
Deputy Town Manager	11	L6	131,840	164,800	197,760
Director of Development Services	10	L5	107,120	133,900	160,680
Director of Finance & Budget	10	L5	107,120	133,900	160,680
Director of Public Works	10	L5	107,120	133,900	160,680
Assistant Director of Finance & Budget	9	P4	90,640	113,300	135,960
<u>Assistant Director of Dev. Svcs. - Code Compliance</u>	<u>9</u>	<u>P4</u>	<u>90,640</u>	<u>113,300</u>	<u>135,960</u>
Assistant Director of Dev. Svcs - Planning	9	P4	90,640	113,300	135,960
Assistant to the Town Manager	8	L3	82,400	103,000	123,600
Town Clerk (Certified)	8	P4	82,400	103,000	123,600
Human Resources Manager (Certified)	7	P3	70,040	87,550	105,060
Marketing and Events Manager	7	P3	70,040	87,550	105,060
PW Supervisor, Building and Public Lands	7	L2	70,040	87,550	105,060
Public Works Supervisor - Parking	7	L2	70,040	87,550	105,060
PW Supervisor, Streets and Infrastructure	7	L2	70,040	87,550	105,060
Town Clerk (Pre-Certified)	7	P3	70,040	87,550	105,060
Human Resources Manager (Pre-Certified)	6	P2	61,800	77,250	92,700
Accountant	6	P2	61,800	77,250	92,700
Planner	6	P2	61,800	77,250	92,700
Special Events & Marketing Coordinator, Senior	6	T5	61,800	77,250	92,700
Assistant to the Public Works Director	6	P1	61,800	77,250	92,700
Special Events & Marketing Coordinator	5	A5	51,500	64,375	77,250
Parking Services Coordinator	<u>5</u>	T4	51,500	64,375	77,250
Planning Technician	5	P1	51,500	64,375	77,250
<u>Code Compliance Officer</u>	<u>5</u>	<u>T4</u>	<u>51,500</u>	<u>64,375</u>	<u>77,250</u>
Administrative Specialist	4	A4	47,380	59,225	71,070
Maintenance Worker Lead	4	T3	47,380	59,225	71,070
Accounting Specialist, Senior	4	A4	47,380	59,225	71,070
Customer Service Representative	3	A3	43,260	54,075	64,890
Maintenance Worker III	3	T2	43,260	54,075	64,890
Accounting Specialist	2	A2	39,140	48,925	58,710
Maintenance Worker II	2	T1	39,140	48,925	58,710
Maintenance Worker I	1	A1	35,020	43,775	52,530
Visitor Center Host	1	A1	29,500	37,000	45,000



JOB TITLE:	CODE COMPLIANCE OFFICER Class #5002	PAY GRADE:	5 \$51,500-\$77,250
DEPARTMENT:	DEVELOPMENT SERVICES	ROLE & LEVEL:	T4
REPORTS TO:	ASSISTANT DIRECTOR OF DEVELOPMENT SERVICES -CODE COMPLIANCE	FLSA STATUS:	Non-Exempt

JOB SUMMARY:

Performs inspection and enforcement work in securing compliance with laws, regulations and ordinances governing land use, property maintenance, abandoned and uninhabitable properties, signs, seawalls, storm water, zoning, landscaping, and related environmental issues. Maintains current knowledge of municipal and State legislation. Employee functions in high public visibility, and has considerable interaction with property owners, residents, businesses, the public, and other Town departments and divisions. Position relies on experience and exercises independent judgment to determine the best approach by using and interpreting policies and procedures. Employees may receive advice or assistance from a supervisor concerning unusual or difficult inspections; however, most field work is performed independently and requires knowledge of applicable regulations.

EXAMPLES OF WORK PERFORMED:

The essential functions listed are typical examples of work performed by positions in this job classification and are not designed to contain or be interpreted as a comprehensive inventory of all duties, tasks, and responsibilities. Specific duties and responsibilities may vary depending on department or program needs without changing the general nature and scope of the job or level of responsibility. Employees may also perform other duties as assigned.

- Conducts reactive (complaints) and proactive (self-initiated) field and water way inspections of residential, commercial and vacant parcels
- Enforces and reviews state, municipal, zoning, waterways, business tax, building laws and regulations
- Prepares, organizes, and maintains case files to present cases and testifies at quasi-judicial hearings
- Researches information regarding policies, laws, regulations, business tax receipts, environmental, landscaping, permits and building and zoning requirements to maintain current knowledge of new State and Municipal legislation
- Researches ownership of various residential, commercial, industrial, and vacant properties within the Town
- Provides code compliance information to address client issues and educate concerned parties

CODE COMPLIANCE OFFICER

Class # 5002

JOB DESCRIPTION



- Attends, Town Commission, homeowner, civic association, and other meetings as required
- Posts and mails hearing and violation notices
- Compiles and prepare written reports on investigations, maintains all inspection results, prepare correspondence and notices of violations in a computerized case management system
- Identifies structures and/or properties that may be unsafe and initiates the appropriate follow-up action with the Town's Building Official
- Attends various department and public meetings, and provides oral presentations to various local and civic groups and organizations
- May be required to flex their work schedule, work nights, weekends, and holidays, as necessary to perform assigned responsibilities

SUPERVISION:

- None

QUALIFICATIONS: FOR CODE COMPLIANCE OFFICER

MINIMUM QUALIFICATIONS:

- High school diploma or GED; supplemented by two (2) years of experience dealing with the public in any of the following type of work; code enforcement, planning, building inspection or construction or other closely related field or an equivalent combination of education, certification, training, and/or experience.
- NOTE: Code Compliance officers must possess/obtain Florida Association of Code Enforcement (F.A.C.E.) Certification (Fundamentals of Code Enforcement within one year of hire date and maintain this certification during their employment with the Town in this classification).
- Possess, or be able to obtain, a valid State of Florida Driver License with an acceptable driving record and maintain an acceptable driving record while employed
- FEMA/NIMS classes will be required according to your job duties and responsibilities.

PREFERRED QUALIFICATIONS:

- Possess Florida Association of Code Enforcement (F.A.C.E.) Certification (Fundamentals of Code Enforcement, Administrative Aspects of Code Enforcement, Legal Issues in Code Enforcement; Officer Safety and Field Applications OR equivalent (i.e. American Association of Code Enforcement, Careers in Code Enforcement, Relevant State Association of Code Enforcement),
- Certified as a Florida Notary Public

Created: August 2024

Revised:

Approved: Resolution 2024-30



In addition to meeting the minimum qualifications listed above, an individual must be able to perform each of the established essential functions to perform this job successfully.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of public relations and customer service principles, including the handling of upset and distressed people and the ability to graciously assist members of the public under stressful conditions
- Knowledge of principles and practices employed in municipal or state code enforcement compliance
- Knowledge of basic inspection and investigation techniques to properly conduct inspections of properties for violations and documentation
- Knowledge of Town Ordinances, Unified Development Code, applicable state and federal codes, regulations, and guidelines related to code compliance
- Knowledge of principles and practices of report preparation and records maintenance
- Knowledge of clerical procedures and systems such as word processing, managing files and records and other related office procedures
- Skill in communication via verbal, written, and/or face to face interactions
- Skill in organizing case files including written reports, photographs, and timelines
- Skill in use of computers including Microsoft Office Suite, internet browser and computerized case management system
- Ability to interpret and apply ordinances, state laws, code books, environmental regulations, procedural manuals, policy statement, public safety reports, maps, plat maps, building and/or site plans and court records and the ability know where to access this information
- Ability to create accurate and detailed records and reports, in an organized fashion to include data entry of case notes, photographs, daily and monthly inspection reports admissible for court hearings and trials
- Ability to write appropriate Violation Warning letters, Notice of Violation forms and Customer Service letters
- Ability to apply basic mathematics to perform calculations
- Ability to establish and maintain effective and cooperative working relationships with those contacted during work
- Ability to regularly attend work and arrive punctually for designated work schedule
- Ability to attend LBTS meetings and hearings outside of standard business hours



PHYSICAL REQUIREMENTS:

Depending on functional area of assignment, tasks involve the ability to exert light physical effort usually involving some lifting, carrying, pushing and/or pulling of objects and materials of light weight (up to 50 pounds). May involve some climbing, balancing, stooping, kneeling, crouching, crawling, walking or standing. Tasks may involve extended periods of time at a keyboard or workstation and extended periods of time standing and/or walking.

ENVIRONMENTAL REQUIREMENTS:

Tasks are regularly performed inside without potential for exposure to adverse conditions, such as dirt, dust, pollen, odors, fumes and/or poor ventilation, wetness, humidity, rain, temperature and noise extremes, machinery and/or moving vehicles, vibrations, electric currents, animals/wildlife, toxic/poisonous agents, gases or chemicals, oils and other cutting fluids, violence and/or disease, or pathogenic substances.

SENSORY REQUIREMENTS:

Some tasks require manual dexterity, in addition to visual and hearing acuity. Some tasks may involve identifying and distinguishing colors. Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally and in writing.

Linda Connors
Town Manager

Date

Jhanelle Campbell
Director of Development Services

Date

Created: August 2023
Revised:
Approved: Resolution #



The job description does not constitute an employment agreement between the Town of Lauderdale-By-The-Sea and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Town of Lauderdale-By-The-Sea is an Equal Opportunity Employer. In compliance with United States Equal Employment Opportunity guidelines and the Americans with Disabilities Act, this organization provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

I have read and understand this job description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

Employee Name (print)

Supervisor's Name (print)

Employee Signature

Supervisor's Signature

Date

Date

Created: August 2023
Revised:
Approved: Resolution #

JOB TITLE:	ASSISTANT DIRECTOR OF DEVELOPMENT SERVICES – CODE COMPLIANCE Class #3001	PAY GRADE:	9 \$90,640 – \$135,960
DEPARTMENT:	DEVELOPMENT SERVICES	ROLE & LEVEL:	P4
REPORTS TO:	DIRECTOR OF DEVELOPMENT SERVICES	FLSA STATUS:	NON-EXEMPT

JOB SUMMARY:

Assists with directing, planning, and administering the Town's Code Compliance program, serves as a representative of the Department and in the absence of the Director, acts as final authority for certain decisions. Performs complex professional, technical, and field work related to a variety of code assignments. Manages the more complex code compliance projects/applications and ensures Code Compliance Team inspections completed are in a timely manner within federal/state regulations and, Town codes and ordinances. Promotes and maintains harmonious relationships with individuals, residents, property owners and neighborhood groups in the community.

Work is performed under nominal direction with considerable latitude in the use of initiative and independent judgment. Position develops solutions to non-routine issues, without appreciable guidance from others and exercises significant latitude in determining best approaches to critical assignments.

EXAMPLES OF WORK PERFORMED:

The essential functions listed are typical examples of work performed by positions in this job classification and are not designed to contain or be interpreted as a comprehensive inventory of all duties, tasks, and responsibilities. Specific duties and responsibilities may vary depending on department or program needs without changing the general nature and scope of the job or level of responsibility. **Employee may also perform other duties as assigned.**

- Exercises decision-making authority in areas including, but not limited to, plan approval, revision approval, permit fee approval, and stop work order for noncompliance
- Supervises a comprehensive code compliance inspection program; participates in code field investigations
- Interacts with elected officials and Town staff, including Town contracted employees, attorneys, public officials, architects, engineers, fire marshals, builders, contractors, property owners and anyone related to a code compliance issue
- Supervises preparation of cases presented to the Special Magistrate and coordinates to ensure Code Compliance hearing and public hearing items and respective

recommendations are set forth appropriately and that public notices are posted according to requirements

- Interprets and recommends changes in legal provisions regarding code compliance
- Reviews and analyzes various plans and documents to determine code compliance (i.e. building construction site plans, architectural drawings, diagrams, blueprints, schematics, and specifications)
- Supervises subordinates in resolving citizen complaints and takes proper steps to inform appropriate departments
- Participates in departmental reviews of building plans to ensure code compliance
- Trains, plans, organizes and supervises the work of subordinate inspectors; and may supervise office staff
- Assists and guides code compliance inspectors on complex compliance issues and projects
- Receives and assigns the responsibility for investigation of complaints relating to the construction, repair, alteration, use, occupancy and maintenance of buildings and structures
- Issues citations to violators and coordinates the prosecution of violators, when necessary, to assure compliance with ordinance/code
- Supervises the maintenance of activity records and submits a periodic report reflecting workload, including but not limited to citations issued, compliance statistics, non-compliance statistics
- Attends and gives presentations to Town Commission, Board meetings, homeowner association and other community meetings, as directed.
- Recommends changes in policies, practices and procedures of the Code Compliance Department
- Participates in the budget development and review process

SUPERVISION:

Schedules, trains, motivates, and evaluates personnel provides or coordinates staff training; works with employees to correct deficiencies; makes recommendations regarding discipline and termination

MINIMUM QUALIFICATIONS:

Bachelor's degree in planning, engineering, construction management or other related field plus four (4) years progressively responsible experience in code compliance, code compliance administration or any work related to inspections or investigations. Experience must include a minimum of two (2) years supervisory experience, or an equivalent combination of education and experience may be considered.

- Florida Association of Code Enforcement (F.A.C.E.) – Fundamentals of Code Enforcement certification
- Florida Association of Code Enforcement (F.A.C.E)- Officer Safety and Field Application certification

- Must possess or be able to obtain a valid Florida Driver's License and maintain an acceptable driving record
- Must obtain a State of Florida Notary Public within the first 6 months of employment

FEMA/NIMS classes will be required to according to your job duties and responsibilities

PREFERRED QUALIFICATIONS:

Experience as a senior-level employee in governmental planning, code compliance, engineering or building department including exposure to all facets of Development Services; including but not limited to, building and construction, code compliance and planning and zoning

Master's degree in construction management, real estate, public administration or related field plus Two (2) years progressively responsible experience in code compliance or work related to inspection, investigation, or code administration. Experience should include a minimum of 2 years supervisory experience, or an equivalent combination of education and experience may be considered.

In addition to meeting the minimum qualifications listed above, an individual must be able to perform each of the established essential functions in order to perform this job successfully.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Extensive knowledge of public relations and customer service principles, including the handling of upset and distressed people and the ability to graciously assist members of the public under stressful conditions
- Considerable knowledge of federal, state and local laws, ordinances and codes governing commercial and residential building construction.
- Considerable knowledge of the principles, methods and practices of community development and code compliance
- Considerable knowledge and understanding of how to read construction plans and blueprints
- Skill in reviewing plans and provisions of the ordinances and codes to determine compliance with such regulations
- Skill in critical thinking for issues resolution and process improvement recommendations
- Skill in working independently and following through with assignments with minimal direction
- Skill in setting priorities that move projects through efficiently to achieve customer and quality objectives
- Skill in the use of Microsoft Office products (Excel, Word, PowerPoint and Outlook) and applicable department/organization specific software
- Skill in measuring and performing mathematical computations applicable to the work
- Skill in adapting to a changing work environment, competing demands and ability to deal with frequent change, delays or unexpected events

- Ability to provide exceptional internal and external customer service to a variety of constituents
- Ability to establish and maintain effective and cooperative working relationships with those contacted in the course of work
- Ability to read, analyze, and interpret code and building related laws and regulations and establish necessary work processes and procedures
- Ability to provide training and guidance to staff in the more complex aspects of the work
- Ability to read and understand construction plans and blueprints
- Ability to enforce applicable codes and ordinances with firmness, impartiality, and tact
- Ability to prepare maps, charts, diagrams, and photographic materials for the visual depiction and presentation of information
- Ability to present findings and recommendations concisely and effectively, in oral and written form
- Ability to perform detail-oriented tasks in a high-volume work environment
- Ability to manage multiple priorities to ensure that deadlines are met
- Ability to regularly attend work and arrive punctually for designated work schedule
- Ability to work various shifts including nights, weekends, as required
- Ability to attend LBTS meetings and hearings outside of standard business hours

PHYSICAL REQUIREMENTS:

Depending on the functional area of assignment, tasks involve the ability to exert light physical effort usually involving some lifting, carrying, pushing and/or pulling of objects and materials of light weight (up to 50 pounds). May involve some climbing, balancing, stooping, kneeling, crouching, crawling, walking or standing. Tasks may involve extended periods of time at a keyboard or workstation and extended periods of time standing and/or walking.

ENVIRONMENTAL REQUIREMENTS:

Tasks are regularly performed inside and/or outside with potential for exposure with potential for exposure to adverse conditions, such as dirt, dust, pollen, odors, fumes and/or poor ventilation, wetness, humidity, rain, temperature and noise extremes, machinery and/or moving vehicles, vibrations, electric currents, animals/wildlife, toxic/poisonous agents, gases or chemicals, oils and other cutting fluids, violence and/or disease, or pathogenic substances.

SENSORY REQUIREMENTS:

Some tasks require manual dexterity, in addition to visual and hearing acuity. Some tasks may involve identifying and distinguishing colors. Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally and in writing.

**ASSISTANT DIRECTOR OF DEVELOPMENT SERVICES -
CODE COMPLIANCE
JOB DESCRIPTION**



APPROVAL of JOB DESCRIPTION:

Linda Connors
Town Manager

Date

Jhanelle Campbell
Director of Development Services

Date



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I have read and understand this job description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

_____ Employee Name (print)	_____ Supervisor's Name (print)
_____ Employee Signature	_____ Supervisor's Signature
_____ Date	_____ Date

Lauderdale-By-The-Sea Pay Plan

Resolution 2023-32

<u>Position</u>	<u>Grade</u>	<u>Role & Level</u>	<u>Grade Minimum</u>	<u>Grade Midpoint</u>	<u>Grade Maximum</u>
Deputy Town Manager	11	L6	131,840	164,800	197,760
Director of Development Services	10	L5	107,120	133,900	160,680
Director of Finance & Budget	10	L5	107,120	133,900	160,680
Director of Public Works	10	L5	107,120	133,900	160,680
Assistant Director of Finance & Budget	9	P4	90,640	113,300	135,960
<u>Assistant Director of Dev. Svcs. - Code Compliance</u>	<u>9</u>	<u>P4</u>	<u>90,640</u>	<u>113,300</u>	<u>135,960</u>
Assistant Director of Dev. Svcs - Planning	9	P4	90,640	113,300	135,960
Assistant to the Town Manager	8	L3	82,400	103,000	123,600
Town Clerk (Certified)	8	P4	82,400	103,000	123,600
Human Resources Manager (Certified)	7	P3	70,040	87,550	105,060
Marketing and Events Manager	7	P3	70,040	87,550	105,060
PW Supervisor, Building and Public Lands	7	L2	70,040	87,550	105,060
Public Works Supervisor - Parking	7	L2	70,040	87,550	105,060
PW Supervisor, Streets and Infrastructure	7	L2	70,040	87,550	105,060
Town Clerk (Pre-Certified)	7	P3	70,040	87,550	105,060
Human Resources Manager (Pre-Certified)	6	P2	61,800	77,250	92,700
Accountant	6	P2	61,800	77,250	92,700
Planner	6	P2	61,800	77,250	92,700
Special Events & Marketing Coordinator, Senior	6	T5	61,800	77,250	92,700
Assistant to the Public Works Director	6	P1	61,800	77,250	92,700
Special Events & Marketing Coordinator	5	A5	51,500	64,375	77,250
Parking Services Coordinator	<u>5</u>	T4	51,500	64,375	77,250
Planning Technician	5	P1	51,500	64,375	77,250
<u>Code Compliance Officer</u>	<u>5</u>	<u>T4</u>	<u>51,500</u>	<u>64,375</u>	<u>77,250</u>
Administrative Specialist	4	A4	47,380	59,225	71,070
Maintenance Worker Lead	4	T3	47,380	59,225	71,070
Accounting Specialist, Senior	4	A4	47,380	59,225	71,070
Customer Service Representative	3	A3	43,260	54,075	64,890
Maintenance Worker III	3	T2	43,260	54,075	64,890
Accounting Specialist	2	A2	39,140	48,925	58,710
Maintenance Worker II	2	T1	39,140	48,925	58,710
Maintenance Worker I	1	A1	35,020	43,775	52,530
Visitor Center Host	1	A1	29,500	37,000	45,000



JOB TITLE:	CODE COMPLIANCE OFFICER Class #5002	PAY GRADE:	5 \$51,500-\$77,250
DEPARTMENT:	DEVELOPMENT SERVICES	ROLE & LEVEL:	T4
REPORTS TO:	ASSISTANT DIRECTOR OF DEVELOPMENT SERVICES -CODE COMPLIANCE	FLSA STATUS:	Non-Exempt

JOB SUMMARY:

Performs inspection and enforcement work in securing compliance with laws, regulations and ordinances governing land use, property maintenance, abandoned and uninhabitable properties, signs, seawalls, storm water, zoning, landscaping, and related environmental issues. Maintains current knowledge of municipal and State legislation. Employee functions in high public visibility, and has considerable interaction with property owners, residents, businesses, the public, and other Town departments and divisions. Position relies on experience and exercises independent judgment to determine the best approach by using and interpreting policies and procedures. Employees may receive advice or assistance from a supervisor concerning unusual or difficult inspections; however, most field work is performed independently and requires knowledge of applicable regulations.

EXAMPLES OF WORK PERFORMED:

The essential functions listed are typical examples of work performed by positions in this job classification and are not designed to contain or be interpreted as a comprehensive inventory of all duties, tasks, and responsibilities. Specific duties and responsibilities may vary depending on department or program needs without changing the general nature and scope of the job or level of responsibility. Employees may also perform other duties as assigned.

- Conducts reactive (complaints) and proactive (self-initiated) field and water way inspections of residential, commercial and vacant parcels
- Enforces and reviews state, municipal, zoning, waterways, business tax, building laws and regulations
- Prepares, organizes, and maintains case files to present cases and testifies at quasi-judicial hearings
- Researches information regarding policies, laws, regulations, business tax receipts, environmental, landscaping, permits and building and zoning requirements to maintain current knowledge of new State and Municipal legislation
- Researches ownership of various residential, commercial, industrial, and vacant properties within the Town
- Provides code compliance information to address client issues and educate concerned parties

CODE COMPLIANCE OFFICER

Class # 5002

JOB DESCRIPTION



- Attends, Town Commission, homeowner, civic association, and other meetings as required
- Posts and mails hearing and violation notices
- Compiles and prepare written reports on investigations, maintains all inspection results, prepare correspondence and notices of violations in a computerized case management system
- Identifies structures and/or properties that may be unsafe and initiates the appropriate follow-up action with the Town's Building Official
- Attends various department and public meetings, and provides oral presentations to various local and civic groups and organizations
- May be required to flex their work schedule, work nights, weekends, and holidays, as necessary to perform assigned responsibilities

SUPERVISION:

- None

QUALIFICATIONS: FOR CODE COMPLIANCE OFFICER

MINIMUM QUALIFICATIONS:

- High school diploma or GED; supplemented by two (2) years of experience dealing with the public in any of the following type of work; code enforcement, planning, building inspection or construction or other closely related field or an equivalent combination of education, certification, training, and/or experience.
- NOTE: Code Compliance officers must possess/obtain Florida Association of Code Enforcement (F.A.C.E.) Certification (Fundamentals of Code Enforcement within one year of hire date and maintain this certification during their employment with the Town in this classification).
- Possess, or be able to obtain, a valid State of Florida Driver License with an acceptable driving record and maintain an acceptable driving record while employed
- FEMA/NIMS classes will be required according to your job duties and responsibilities.

PREFERRED QUALIFICATIONS:

- Possess Florida Association of Code Enforcement (F.A.C.E.) Certification (Fundamentals of Code Enforcement, Administrative Aspects of Code Enforcement, Legal Issues in Code Enforcement; Officer Safety and Field Applications OR equivalent (i.e. American Association of Code Enforcement, Careers in Code Enforcement, Relevant State Association of Code Enforcement),
- Certified as a Florida Notary Public

Created: August 2024

Revised:

Approved: Resolution 2024-30



In addition to meeting the minimum qualifications listed above, an individual must be able to perform each of the established essential functions to perform this job successfully.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of public relations and customer service principles, including the handling of upset and distressed people and the ability to graciously assist members of the public under stressful conditions
- Knowledge of principles and practices employed in municipal or state code enforcement compliance
- Knowledge of basic inspection and investigation techniques to properly conduct inspections of properties for violations and documentation
- Knowledge of Town Ordinances, Unified Development Code, applicable state and federal codes, regulations, and guidelines related to code compliance
- Knowledge of principles and practices of report preparation and records maintenance
- Knowledge of clerical procedures and systems such as word processing, managing files and records and other related office procedures
- Skill in communication via verbal, written, and/or face to face interactions
- Skill in organizing case files including written reports, photographs, and timelines
- Skill in use of computers including Microsoft Office Suite, internet browser and computerized case management system
- Ability to interpret and apply ordinances, state laws, code books, environmental regulations, procedural manuals, policy statement, public safety reports, maps, plat maps, building and/or site plans and court records and the ability know where to access this information
- Ability to create accurate and detailed records and reports, in an organized fashion to include data entry of case notes, photographs, daily and monthly inspection reports admissible for court hearings and trials
- Ability to write appropriate Violation Warning letters, Notice of Violation forms and Customer Service letters
- Ability to apply basic mathematics to perform calculations
- Ability to establish and maintain effective and cooperative working relationships with those contacted during work
- Ability to regularly attend work and arrive punctually for designated work schedule
- Ability to attend LBTS meetings and hearings outside of standard business hours



PHYSICAL REQUIREMENTS:

Depending on functional area of assignment, tasks involve the ability to exert light physical effort usually involving some lifting, carrying, pushing and/or pulling of objects and materials of light weight (up to 50 pounds). May involve some climbing, balancing, stooping, kneeling, crouching, crawling, walking or standing. Tasks may involve extended periods of time at a keyboard or workstation and extended periods of time standing and/or walking.

ENVIRONMENTAL REQUIREMENTS:

Tasks are regularly performed inside without potential for exposure to adverse conditions, such as dirt, dust, pollen, odors, fumes and/or poor ventilation, wetness, humidity, rain, temperature and noise extremes, machinery and/or moving vehicles, vibrations, electric currents, animals/wildlife, toxic/poisonous agents, gases or chemicals, oils and other cutting fluids, violence and/or disease, or pathogenic substances.

SENSORY REQUIREMENTS:

Some tasks require manual dexterity, in addition to visual and hearing acuity. Some tasks may involve identifying and distinguishing colors. Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally and in writing.

Linda Connors
Town Manager

Date

Jhanelle Campbell
Director of Development Services

Date

Created: August 2023
Revised:
Approved: Resolution #



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I have read and understand this job description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

Employee Name (print)

Supervisor's Name (print)

Employee Signature

Supervisor's Signature

Date

Date

Created: August 2023
Revised:
Approved: Resolution #

JOB TITLE:	ASSISTANT DIRECTOR OF DEVELOPMENT SERVICES – CODE COMPLIANCE Class #3001	PAY GRADE:	9 \$90,640 – \$135,960
DEPARTMENT:	DEVELOPMENT SERVICES	ROLE & LEVEL:	P4
REPORTS TO:	DIRECTOR OF DEVELOPMENT SERVICES	FLSA STATUS:	NON-EXEMPT

JOB SUMMARY:

Assists with directing, planning, and administering the Town’s Code Compliance program, serves as a representative of the Department and in the absence of the Director, acts as final authority for certain decisions. Performs complex professional, technical, and field work related to a variety of code assignments. Manages the more complex code compliance projects/applications and ensures Code Compliance Team inspections completed are in a timely manner within federal/state regulations and, Town codes and ordinances. Promotes and maintains harmonious relationships with individuals, residents, property owners and neighborhood groups in the community.

Work is performed under nominal direction with considerable latitude in the use of initiative and independent judgment. Position develops solutions to non-routine issues, without appreciable guidance from others and exercises significant latitude in determining best approaches to critical assignments.

EXAMPLES OF WORK PERFORMED:

The essential functions listed are typical examples of work performed by positions in this job classification and are not designed to contain or be interpreted as a comprehensive inventory of all duties, tasks, and responsibilities. Specific duties and responsibilities may vary depending on department or program needs without changing the general nature and scope of the job or level of responsibility. **Employee may also perform other duties as assigned.**

- Exercises decision-making authority in areas including, but not limited to, plan approval, revision approval, permit fee approval, and stop work order for noncompliance
- Supervises a comprehensive code compliance inspection program; participates in code field investigations
- Interacts with elected officials and Town staff, including Town contracted employees, attorneys, public officials, architects, engineers, fire marshals, builders, contractors, property owners and anyone related to a code compliance issue
- Supervises preparation of cases presented to the Special Magistrate and coordinates to ensure Code Compliance hearing and public hearing items and respective

recommendations are set forth appropriately and that public notices are posted according to requirements

- Interprets and recommends changes in legal provisions regarding code compliance
- Reviews and analyzes various plans and documents to determine code compliance (i.e. building construction site plans, architectural drawings, diagrams, blueprints, schematics, and specifications)
- Supervises subordinates in resolving citizen complaints and takes proper steps to inform appropriate departments
- Participates in departmental reviews of building plans to ensure code compliance
- Trains, plans, organizes and supervises the work of subordinate inspectors; and may supervise office staff
- Assists and guides code compliance inspectors on complex compliance issues and projects
- Receives and assigns the responsibility for investigation of complaints relating to the construction, repair, alteration, use, occupancy and maintenance of buildings and structures
- Issues citations to violators and coordinates the prosecution of violators, when necessary, to assure compliance with ordinance/code
- Supervises the maintenance of activity records and submits a periodic report reflecting workload, including but not limited to citations issued, compliance statistics, non-compliance statistics
- Attends and gives presentations to Town Commission, Board meetings, homeowner association and other community meetings, as directed.
- Recommends changes in policies, practices and procedures of the Code Compliance Department
- Participates in the budget development and review process

SUPERVISION:

Schedules, trains, motivates, and evaluates personnel provides or coordinates staff training; works with employees to correct deficiencies; makes recommendations regarding discipline and termination

MINIMUM QUALIFICATIONS:

Bachelor's degree in planning, engineering, construction management or other related field plus four (4) years progressively responsible experience in code compliance, code compliance administration or any work related to inspections or investigations. Experience must include a minimum of two (2) years supervisory experience, or an equivalent combination of education and experience may be considered.

- Florida Association of Code Enforcement (F.A.C.E.) – Fundamentals of Code Enforcement certification
- Florida Association of Code Enforcement (F.A.C.E)- Officer Safety and Field Application certification

- Must possess or be able to obtain a valid Florida Driver's License and maintain an acceptable driving record
- Must obtain a State of Florida Notary Public within the first 6 months of employment

FEMA/NIMS classes will be required to according to your job duties and responsibilities

PREFERRED QUALIFICATIONS:

Experience as a senior-level employee in governmental planning, code compliance, engineering or building department including exposure to all facets of Development Services; including but not limited to, building and construction, code compliance and planning and zoning

Master's degree in construction management, real estate, public administration or related field plus Two (2) years progressively responsible experience in code compliance or work related to inspection, investigation, or code administration. Experience should include a minimum of 2 years supervisory experience, or an equivalent combination of education and experience may be considered.

In addition to meeting the minimum qualifications listed above, an individual must be able to perform each of the established essential functions in order to perform this job successfully.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Extensive knowledge of public relations and customer service principles, including the handling of upset and distressed people and the ability to graciously assist members of the public under stressful conditions
- Considerable knowledge of federal, state and local laws, ordinances and codes governing commercial and residential building construction.
- Considerable knowledge of the principles, methods and practices of community development and code compliance
- Considerable knowledge and understanding of how to read construction plans and blueprints
- Skill in reviewing plans and provisions of the ordinances and codes to determine compliance with such regulations
- Skill in critical thinking for issues resolution and process improvement recommendations
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- Skill in measuring and performing mathematical computations applicable to the work
- Skill in adapting to a changing work environment, competing demands and ability to deal with frequent change, delays or unexpected events

- Ability to provide exceptional internal and external customer service to a variety of constituents
- Ability to establish and maintain effective and cooperative working relationships with those contacted in the course of work
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- Ability to provide training and guidance to staff in the more complex aspects of the work
- Ability to read and understand construction plans and blueprints
- Ability to enforce applicable codes and ordinances with firmness, impartiality, and tact
- Ability to prepare maps, charts, diagrams, and photographic materials for the visual depiction and presentation of information
- Ability to present findings and recommendations concisely and effectively, in oral and written form
- Ability to perform detail-oriented tasks in a high-volume work environment
- Ability to manage multiple priorities to ensure that deadlines are met
- Ability to regularly attend work and arrive punctually for designated work schedule
- Ability to work various shifts including nights, weekends, as required
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PHYSICAL REQUIREMENTS:

Depending on the functional area of assignment, tasks involve the ability to exert light physical effort usually involving some lifting, carrying, pushing and/or pulling of objects and materials of light weight (up to 50 pounds). May involve some climbing, balancing, stooping, kneeling, crouching, crawling, walking or standing. Tasks may involve extended periods of time at a keyboard or workstation and extended periods of time standing and/or walking.

ENVIRONMENTAL REQUIREMENTS:

Tasks are regularly performed inside and/or outside with potential for exposure with potential for exposure to adverse conditions, such as dirt, dust, pollen, odors, fumes and/or poor ventilation, wetness, humidity, rain, temperature and noise extremes, machinery and/or moving vehicles, vibrations, electric currents, animals/wildlife, toxic/poisonous agents, gases or chemicals, oils and other cutting fluids, violence and/or disease, or pathogenic substances.

SENSORY REQUIREMENTS:

Some tasks require manual dexterity, in addition to visual and hearing acuity. Some tasks may involve identifying and distinguishing colors. Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally and in writing.



APPROVAL of JOB DESCRIPTION:

_____	_____
Linda Connors	Date
Town Manager	

_____	_____
Jhanelle Campbell	Date
Director of Development Services	



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I have read and understand this job description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

_____ Employee Name (print)	_____ Supervisor's Name (print)
_____ Employee Signature	_____ Supervisor's Signature
_____ Date	_____ Date



Town Commission Agenda Item Report

Meeting Date: August 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 2024-31: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH OMNIA PARTNERS & TRAFFIC AND PARKING CONTROL CO., INC. FOR PURCHASE OF PEDESTRIANS CROSSWALK SIGNAGE, UTILIZING THE TERMS AND CONDITIONS OF BARRON COUNTY RFP #2020-200; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: As part of our annual Capital Improvements Program (CIP), the Town Commission budgets funds for Pedestrian/ADA Improvements. Staff, along with input from the Commission and our residents, identify areas to improve pedestrian mobility, including increasing safety at crosswalks.

Previously, Vice Mayor Strauss had asked staff to look into options to enhance pedestrian safety at the crosswalks located adjacent to El Prado Park on El Mar Drive. This area has a significant amount of pedestrian traffic as it provides direct access to the beach and we hold numerous activities throughout the year in the park. Because of this suggestion, staff evaluated traffic-calming measures such as an elevated intersection or elevated crosswalks. Due to the geometry of the intersection with multiple ingress and egress points (traffic lanes, entrance/exit from the El Prado Parking Lot, and resident parking spaces along El Prado Park), this area does not lend itself to these traffic-calming measures.

An amenity that would be appropriate for this area is the addition of rapid flashing beacon crosswalk signs (RRFB) like the signs we have on Hibiscus and Ocean Drive. Therefore, staff is proposing adding six (6) RRFBs - 3 per crosswalk that pedestrians will activate to alert vehicular traffic when they are crossing the roadway. In addition to these signs, as an enhanced safety feature, we are recommending eight lights that would illuminate the crosswalk when pedestrians are in the crosswalk. The lighting would make the crosswalk and pedestrians more visible when activated and act as an advanced warning for those approaching the crosswalks who may not initially see the RRFBs. Because the lights would be utilized only when pedestrians are in the crosswalk, the lights will not need to be amber to protect sea turtles. This will be the first crosswalk within the Town to utilize this feature and

may be incorporated into other crosswalk enhancements in the future. This feature added \$2,204 to the cost of the crosswalk - less than 7% of the overall price.



Crosswalks and Signage Locations





Example of Crosswalk with RRFBS and Safewalk Illuminator System

The Town Purchasing Manual under Section IV(E) Cooperative Purchasing (Piggybacking) allows for purchases to be made utilizing existing contracts that have been previously competitively bid by another entity. Utilizing the OMNIA Partners Contract # 2020-200, the cost from the vendor TAPCO is \$33,902.70 for all the equipment necessary for the two crosswalks. The lead time for the equipment is 4 to 6 weeks and the installation will be performed by our electrical contractor, Kilowatt Electric. Funds for this project are available in the Capital Improvement Projects Fund in account 300-575201-500630 "Pedestrian Amenities".

Recommendation: Approve Resolution 2024-31 authorizing the Town Manager to execute the piggyback agreement.

Exhibits:

1. Resolution 2024-31- Approving A Piggyback Agreement with OMNIA Partners and TAPCO

RESOLUTION NO. 2024-31

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH OMNIA PARTNERS & TRAFFIC AND PARKING CONTROL CO., INC. FOR PURCHASE OF PEDESTRIANS CROSSWALK SIGNAGE, UTILIZING THE TERMS AND CONDITIONS OF BARRON COUNTY RFP #2020-200; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) wishes to enhance pedestrian safety through the installation of pedestrian crosswalk signage (the “Project”); and

WHEREAS, on March 1, 2020, Barron County, Wisconsin, entered into an agreement with OMNIA Partners & Traffic and Parking Control Co., Inc. (the “Contractor”), pursuant to Barron County Request for Proposal 2020-200 for traffic control products and related solutions (the “Barron County Agreement”); and

WHEREAS, the Town desires to enter into an agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor utilizing the same or better terms and conditions as the Barron County Agreement (the “Piggyback Agreement”); and

WHEREAS, Section IV.E. “Cooperative Purchasing (Piggybacking)” of the Town’s Purchasing Manual provides that purchases made under the provisions of another government’s purchasing contracts shall be exempt from the competitive bidding requirements provided that certain criteria set forth are all satisfied; and

WHEREAS, Town Staff recommends that the Town Commission approve and authorize the Piggyback Agreement with the Contractor for the Project; and

WHEREAS, in accordance with Section IV.E. of the Town's Purchasing Manual, the Town Commission desires to approve the Piggyback Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A," and authorize the Town Manager to execute the Piggyback Agreement; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Piggyback Agreement with the Contractor, utilizing the Barron County Agreement.

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

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

Section 2. Approval of Agreement. The Town Commission hereby approves the Piggyback Agreement with the Contractor for the Project.

Section 3. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Piggyback Agreement with the Contractor for the provision of the Project, attached hereto as Exhibit "A," together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

PASSED AND ADOPTED this _____ day of August, 2024.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT WITH OMNIA PARTNERS &
TRAFFIC AND PARKING CONTROL CO., INC.
(Piggyback Competitive Award)**

This Agreement is made this ____ day of _____, 2024 (the "Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and OMNIA Partners & Traffic And Parking Control Co., Inc. (the "Contractor").

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with Contractor (this "Agreement") to enhance pedestrian safety through the installation of pedestrian crosswalk signage (the "Project"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between Barron County (the "County"), Wisconsin and the Contractor as set forth in the Barron County Request for Proposals No. 2020-200, attached hereto and incorporated herein as Exhibit "B" (the "Barron County Contract"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and Barron County Contract, except as otherwise modified herein; and

WHEREAS, the Town Procurement Manual authorizes the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

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

Section 1. Contract Terms. The terms and conditions of the Barron County Contract, attached hereto as Exhibit "B," is incorporated as though fully set forth herein. In the event of conflict between or among this Agreement and the terms and conditions of the Barron County Contract, the order of priority shall be: this Agreement, and the Barron County Contract.

The following additional provisions are included:

A. The "Town of Lauderdale-By-The-Sea" and "the Town" shall be deemed

substituted for "Barron County Contract" with regard to any and all provisions of the Barron County Contract, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the Barron County Contract, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.

B. The Town shall compensate the Contractor pursuant to the rates set forth in the Contractor's quote, attached hereto as Exhibit "C," in an amount not to exceed \$33,902.70 (the Quote").

C. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida.

D. Public Records

1. Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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.
3. Upon request from the Town's custodian of public records, Contractor 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.
4. 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.
5. 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 Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. 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. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

6. Any compensation due to Contractor shall be withheld until all records are received as provided herein. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT townclerk@lauderdalebytheseafl.gov, OR BY MAIL: Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.**

Refusal of the Contractor to comply with the provisions of this Section shall be grounds for immediate termination for cause by the Town of this Agreement.

E. Scrutinized Companies

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

3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. 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.

F. ETHICS

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

G. INSURANCE

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

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

carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

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

- 1. 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.

H. INDEMNIFICATION

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

I. NONCOERCIVE CONDUCT AFFIDAVIT.

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida

Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

J. PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

If this contract contemplates the Town giving access to an individual's personal identifying information, then the following applies:

1. Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

Section 2. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

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

Copy to: Town Attorney
 Town of Lauderdale-By-The-Sea
 4501 North Ocean Drive
 Lauderdale-By-The-Sea, FL 33308

For Contractor: OMNIA Partners, Public Sector
 Attn: President
 840 Crescent Centre Drive
 Suite 600
 Franklin, TN 37067

Section 3. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be

modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 4. Waiver of Jury Trial. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement or arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

Linda Connors, Town Manager

Date: _____

CONTRACTOR:

OMNIA PARTNERS & TRAFFIC
AND PARKING CONTROL CO.,
INC.

Date: _____

Attest: _____
Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts
stated in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

MEMORANDUM OF NEGOTIATION
RFP# 2020-200

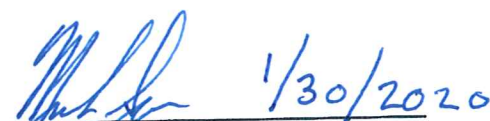
Barron County and TAPCO (Traffic & Parking Control Co., Inc.) hereby agree to the following in the execution of Contract 2020-200. The period of the contract is from March 1, 2020, through February 28, 2025, with five (5), one (1) year renewal options.

The final contract contains the following items:

- A. The Memorandum of Negotiation
- B. Barron County Affidavit of Publication
- C. Barron County RFP# 2020-200 and all Addenda
- D. TAPCO (Traffic & Parking Control Co., Inc.) Technical proposal as amended by this Memorandum of Negotiations
- E. TAPCO (Traffic & Parking Control Co., Inc.) Cost proposal as amended by this Memorandum of Negotiations

ACCEPTED BY:


Andrew Bergholz
VP, Sales
TAPCO (Traffic & Parking Control Co., Inc.)


Mark Servi
Highway Commissioner
Barron County, WI

NOTICE TO VENDORS

Notice is hereby given that Barron County (County) on behalf of itself and other government agencies and made available through the OMNIA Partners, Inc. will receive proposals for:

**TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND SOLUTIONS
RFP # 2020-200**

Sealed proposals for the material described herein will be received until **11:00 AM local time on October 29, 2019** by the Barron County Highway Department, Office of the Highway Commissioner, 260 North 7th Street, Barron, WI 54812, whereupon the sealed proposals received will be opened and evaluated. Proposals must be sealed, prominently marked with the RFP number, title, due date, time, and name of vendor on outside of envelope. Facsimile (FAX) copies of the RFP will not be allowed.

Copies of the RFP documents may be downloaded at www.barroncountywi.gov

The County reserves the right to accept or reject any or all proposals, to waive any technicalities, and to select the proposal deemed most advantageous to the Barron County Highway Department and Participating Public Agencies.

W/NAYI P

STATE OF WISCONSIN

SS

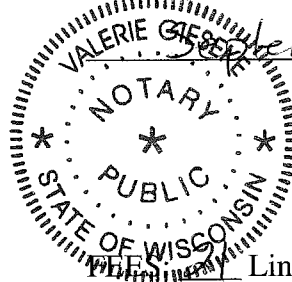
BARRON COUNTY

Mark C. Bell, being first duly sworn, says: That he is the publisher of the Barron News-Shield, which is a weekly newspaper of a general circulation, printed and published in the City of Barron, in said County and State; that a notice of which the annexed is a printed copy taken from said newspaper, was printed and published in the full regular edition once in each week for two successive week(s), commencing and the first such publication being on the 11th day of September A.D., 20 19 and ending and the last publication being on the 18th day of September A.D., 20 19, being two such publication(s).

Mark C. Bell

Subscribed and sworn to before me this 18th day of

September A.D., 20 19.



Valerie Gieseke
Notary Public, Barron County, Wis.
Commission expires 02/05/2021

Lines 2 Col. 2 Time(s) \$ 46.98

First Insertion at 1.2499 per 21 lines \$ 26.25

Succeeding Insertion(s) at .9873 per 21 lines \$ 20.73

Affidavit _____ 1.00

Total \$ 47.98

Affidavit of Publication

(Pub. N.S. 10-02, 10-09, 2019)

REQUEST FOR PROPOSALS

Barron County, Wisconsin, is requesting proposals from qualified and experienced firms to provide Traffic Control Products and Related Products and Solutions (RFP No. 2020-200). In order to be considered, the Offeror must complete and submit a proposal to Barron County in accordance with the solicitation documentation available at www.barroncountywi.gov or from the Highway Department, Office of the Commissioner.

PROPOSAL DUE DATE: Tuesday, October 29, 2019, 11 am CST
CONTACT: Mark Servi, Highway Commissioner, 715-637-3755 or bchdtcp@co.barron.wi.us

STATE OF WISCONSIN

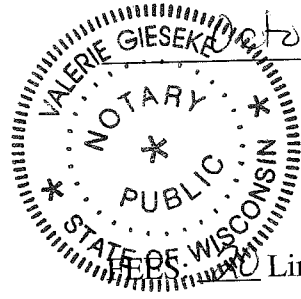
SS

BARRON COUNTY

Mark C. Bell, being first duly sworn, says: That he is the publisher of the Barron News-Shield, which is a weekly newspaper of a general circulation, printed and published in the City of Barron, in said County and State; that a notice of which the annexed is a printed copy taken from said newspaper, was printed and published in the full regular edition once in each week for two successive week(s), commencing and the first such publication being on the 2nd day of October A.D., 2019 and ending and the last publication being on the 9th day of October A.D., 2019, being two such publication(s).

Mark C. Bell

Subscribed and sworn to before me this 9th day of



October A.D., 2019.

Valerie Gieseke
Notary Public, Barron County, Wis.
Commission expires 02/05/2021

20 Lines 1 Col. 2 Time(s) \$ 21.93

First Insertion at 16127 per 20 lines \$ 12.25

Succeeding Insertion(s) at 4840 per 20 lines \$ 9.68

Affidavit 1.00

Total \$ 22.93

COMPETITIVE SOLICITATION
BY BARRON COUNTY
FOR
TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND
SOLUTIONS
ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

RFP # 2020-200

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NOTICE TO VENDORS

Notice is hereby given that Barron County (County) on behalf of itself and other government agencies and made available through the OMNIA Partners, Inc. will receive proposals for:

TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND SOLUTIONS**RFP # 2020-200**

Sealed proposals for the material described herein will be received until **11:00 AM local time on October 29, 2019** by the Barron County Highway Department, Office of the Highway Commissioner, 260 North 7th Street, Barron, WI 54812, whereupon the sealed proposals received will be opened and evaluated. Proposals must be sealed, prominently marked with the RFP number, title, due date, time, and name of vendor on outside of envelope. Facsimile (FAX) copies of the RFP will not be allowed.

Copies of the RFP documents may be downloaded at www.barroncountywi.gov

The County reserves the right to accept or reject any or all proposals, to waive any technicalities, and to select the proposal deemed most advantageous to the Barron County Highway Department and Participating Public Agencies.

PROPOSAL COVER SHEET

TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND SOLUTIONS

This Proposal submitted by:

Name of Organization: _____

Address: _____

City/State/Zip: _____

Primary Contact Person: _____

Phone: _____

Fax: _____

E-mail: _____

In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Barron County the items or services offered, and accompanying attachments shall constitute a contract.

By signing this proposal, Vendor certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request for Proposal.

Vendor Legally Authorized Signature

Print Name

Title

Date

GENERAL INFORMATION

1. INTRODUCTION

Barron County (herein “Principal Purchasing Agency (PPA)”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Traffic Control Products, Related Products and Solutions (herein “Products and Services”).

Proposals will be received until to 11:00 A.M. local time on October 29, 2019. Envelopes must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of vendor, and submitted to:

BARRON COUNTY HIGHWAY DEPARTMENT
OFFICE OF THE HIGHWAY COMMISSIONER
260 NORTH 7TH STREET
BARRON, WI 54812

Proposals must be received no later than the time and date designated above. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) copies of the RFP will not be accepted.

This request does not commit the County to pay for any costs incurred in the submission of the RFP, or in making necessary studies for the preparation thereof, nor to procure or contract for the services or materials.

There will be no “oral communications” with any County employees regarding this RFP.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY. Include in your offering trade-ins, leasing/financing and provide structure for each of these items.

GENERAL INFORMATION

2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

3. GENERAL TERMS AND CONDITIONS

Taxes – Taxes shall not be included in unit prices.

Brand Name and Number–The Vendors shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the vendor is quoting on the exact brand name and number specified in the RFP form. Should any item for which proposals are requested be patented, or otherwise protected or designated by the particular name of the maker and the Vendor desires to offer the item of equal character and quality, it may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Highway Commissioner to be equal in all respects to that specified.

Samples – If needed, samples shall be furnished free of cost to the County after the RFP opening. If requested, they are to be sent within seven (7) days to the Barron County Highway Department, Office of the Highway Commissioner, 260 N 7th Street, Barron, WI 54812, unless otherwise specified. The County reserves the right to reject the RFP of any Vendor failing to submit samples as requested. Samples must be plainly marked with name of vendor, RFP number and date of the RFP opening. Samples of the successful Vendors may be retained for comparison with deliveries. Vendors may pick up samples (if not destroyed by test) on notice from the Office of the Highway Commissioner. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the County. Vendors (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

Quantity and Quality of Materials or Services– The successful Vendor(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All materials, supplies or

GENERAL INFORMATION

services furnished under the contract shall be in accordance with the RFP specifications and the County's sample or the sample furnished by the Vendors and accepted by the County. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the RFP specifications, the cost of such test shall be paid by the Vendor(s). The Vendor certifies that all materials conform to all applicable requirements of Wisconsin OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

Safety Data Sheets – For all products requiring a Safety Data Sheet – The County requires that a Safety Data Sheet accompany all orders at the time of delivery.

Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

Entire Agreement – This RFP and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Vendor, by the execution of his/her signature on the RFP Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Force Majeure Clause – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

Hold Harmless Clause – The successful Vendor agrees to indemnify, defend and save harmless Barron County and Participating Agencies, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the County, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Vendor or Vendor's agents, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the County.

Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be

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supplied or services to be performed under the RFP proposal shall conform to all applicable requirements of local, state and federal law.

Governing Law and Venue – In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of Wisconsin. Venue shall only be with the appropriate state or federal court exercising jurisdiction over Barron County.

Permits and Licenses – The successful Vendors and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

Anti-discrimination – It is the policy of the Barron County Board of Supervisors, that in connection with all work performed under Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the Vendor agrees to comply with applicable Federal and Wisconsin laws including, but not limited to, the Wisconsin Fair Employment Act. In addition, the successful Vendors agree to require like compliance by all subcontractors employed on the work by him.

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4. NATIONAL CONTRACT

Barron County, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Barron County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment A).

Barron County anticipates spending approximately \$175,000 over the full potential Master Agreement term for Traffic Control Products and Related Products and Solutions. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Traffic Control

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Products and Related Products and Solutions purchased under the Master Agreement through OMNIA Partners, Public Sector is approximately \$25 million. This projection is based on the current annual volumes among Barron County, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

5. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

This Solicitation is to establish a nationwide master agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

The intent is for each Supplier to submit its complete line of Traffic Control Products, Related Products and Solutions so that Participating Public Agencies may order a wide array of products, services and solutions as appropriate for their needs. Suppliers should have a demonstrated experience in providing the Products as defined in this RFP.

Exceptions, deviations and/or variations should be cleared identified in your response.

6. SCOPE OF CONTRACT:

The purpose of this Request for Proposal is to solicit sealed proposals to establish a cooperative contract or contracts for Traffic Control Products, and Related Products and Solutions for Barron County, Wisconsin and on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

Product offerings include but not limited to;

- A. Intelligent Warning Systems (Solar & Wireless) Products:** BlinkerSigns™ and BlinkerBeacons™, RRFB-XL Crosswalks, Fire Preemptions Systems, Dangerous Curve Warnings, Web-based Traffic Monitoring & Control, Radar Feedback Signage, Wrong Way Activation Signage, Emergency Vehicle & Firehouse Warning Systems, Bike Path Warning Systems, Lighted In-road Lights, Solar Railroad Crossing Warnings, and any other Intelligent Warning Systems (Solar & Wireless) Products offered by Supplier.
- B. Parking and ITS Solutions:** Cameras, Parking Gate Operators, Swing Gate Operators, Slide Gate Operators, Phone Entry Systems, Mobile Traffic Trailers, Crash Barriers, Overhead Clearance Tubes, Electric Car Recharging Stations, Shelters, Gate Arms, Turnstiles, Proximity Sensors, Blank Out Signs, Undercarriage Mirrors, Wheel Immobilizers and any other Parking and ITS Solutions offered by Supplier.

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- C. Work Zone Products:** Crowd Control Barricades, Safety Mirrors, Wheel Chocks, Non-Skid Tapes, Eyewash Stations, Floor Signage, Wall & Pole Guards, Guardrail, Exit Signs, Dock Bumpers, Exit and Egress Signing, Changeable Message Boards, Directional Arrow Boards, Barricade Lights Flares, Beacons, Flashlights, Incident Response Roll-up Signs, Radar Feedback Signs, Barrier Webbing, Reflectors, Traffic Paddles, Barriers, Cones, Cone signs and any other Industrial and Work Zone Products offered by Supplier.
- D. Traffic, Pavement Marking and Striping Products:** Car Stops, Speed Humps, Speed Tables, Guardrail Reflectors, Cable Guards, Covers, Push & Rider Strippers, Stencils, Paint, Thermoplastics, Pothole Patch, In-Road LED Markers, Measuring Wheels and any other Traffic, Pavement Marking and Striping Products offered by Supplier.
- E. Delineators and Markers:** Delineators, In-Road Crosswalk Signs, Snow Markers, Snow Poles, Utility Marking Flags, Hydrant Markers, Modular Signs, Butyl Pads, Curbing, Butyl Pads & Epoxy and any other Delineators and Markers offered by Supplier.
- F. Signing and Digital Sign Marking:** MUTCD Signs, Blanks, Sheeted Blanks, Sheeted Blanks with Border, Federal Advisory Signage, Sign Mounting Brackets, Hardware, Sandwich Boards, Lawn Signage, Digital Print capabilities, Screen Printing Equipment, Reflective Sheeting & Vinyl Rolls, Plotters, Cutters, Sign Making Software and any other Signing and Digital Sign Marking offered by Supplier.
- G. Posts, Poles and Bases:** Square Posts, U-Channel Posts, Wood Posts, Signal Poles, Round Posts, T-Posts, Flexible Posts, Pole Packages, Anchors, Crosspieces, Portable Sign Bases, and any other Posts, Poles and Bases offered by Supplier.
- H. Streetscape Decorative Products:** Decorative Poles, Decorative Bases, Luminaries, Decorative Brackets, Sign Backers, Ornate Lighting, Finial Pole Toppers, LED Retrofit Lighting, Street Clocks and any other Streetscape Decorative Products offered by Supplier.
- I. Parks and Recreation Products:** Benches, Tables, Waste Receptacles, Drinking Fountains, Message Centers, Bike Racks, Snuffers, State Flags, Flag Poles, Bulletin Boards, and any other Parks and Recreation Products offered by Supplier.
- J. Service and Preventative IWS (Intelligent Warning Solutions), Parking and Door Structures and Revenue Control Related Maintenance.** Service, repair, warranty, on-call and preventative maintenance work shall be performed, but not limited to the following areas; Parking Revenue Control, IWS (Intelligent Warning Solutions), ITS (Intelligent Transportation Systems), Overhead door and garage control, Crosswalk systems, and other related services.

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K. Related Products, Solutions and Services: The complete range of Related Traffic Products and Solutions such as Personal Protective Equipment and any other Related Products and Services offered by the Supplier.

L. Balance of Line/Comprehensive Product Offering

The complete catalog of Traffic Control Products and Related Products and Solutions. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for ground maintenance equipment items and accessories. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be included in the Cost Proposal Tab. The County reserves the right to accept or reject any or all balance of line items offered. A successful offeror will not be awarded complete product offering/balance of line items that are awarded as an item to another vendor as part of this solicitation.

7. RFP QUESTIONS:

- a. The County shall not be bound by and the Proposer shall not request or rely on any oral interpretation or clarification of this RFP. Therefore, any questions regarding this RFP are encouraged and should be submitted in writing by email to:

Highway Commissioner: Mark Servi
E-Mail: bchdtep@co.barron.wi.us

- b. Questions received up to the deadline to submit questions in the Calendar of Events will be answered in writing per the Calendar of Events. Answers to questions from any Proposer will be provided to all Proposers.
- c. All communications regarding this proposal shall only be through the County's point of contact listed above. No communication is to be directed to any other County personnel.

8. CONTRACT PERIOD AND RENEWAL:

- a. The term of the contract will be for five (5) years following the contract award date.
- b. Barron County may, at its option, renew the term of this Contract up to a maximum of five (5) years, one (1) year at a time. The Contractor shall be notified in writing by the County of its intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.
- c. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified and based upon verifiable criteria such as the Consumer Price Index (CPI-U), U.S. City Averages, or other relevant indices.

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- d. At any time after the date of the Request for Proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced).
- 9. MODIFICATION OF TERMS:** Participating Agencies commonly require a modification to a term of the Contract (e.g. governing law). The awarded Supplier and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Contract.
- 10. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice. The County, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The County will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the County, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the County, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the County a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the County created by this Contract is conditioned upon the availability of County, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the County at the end of the period for which funds are available. The County will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the County in the event this

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provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

11. CALENDAR OF EVENTS (Subject to Change):

<u>Event</u>	<u>Date</u>
Issue RFP	September 5, 2019
Pre-proposal meeting	September 23, 2019, 3pm CST
<u>In Person:</u>	
Barron County Hwy. Office Conference Room	
260 North 7 th Street, Barron, WI	
<u>By phone:</u>	
1-832-856-4663 Conference ID: 29158283	
Deadline for receipt of questions via email	October 4, 2019, 11:00 am CST
Proposal due date	October 29, 2019, 11:00 am CST
Evaluation period	November 30, 2019
Contract start date	March 1, 2020

12. PROPOSAL INSTRUCTIONS:

- a. The Proposer must submit the Technical Proposal in a tab containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

Tab 1 – COVER LETTER: Submit completed Proposal Cover Sheet. Additionally, include a cover letter which will provide a brief history of the Proposer and its organization. The letter will indicate the principal or officer of the Proposer organization who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects on the scope of products, services and solutions on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.

Tab 2 - EXECUTIVE SUMMARY: The Proposer will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab 3 – PROPOSER PROFILE: The Proposer must provide a profile of its organization and all other affiliated companies as outlined in OMNIA Partners Response to National Cooperative Contract.

Tab 4 – STATEMENT OF QUALIFICATIONS:

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This section shall describe the Proposer's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.

Tab 5 – FINANCIAL STATEMENTS:

Proposer must provide detailed, audited income statements and balance sheets from two of the most recent reporting periods.

Tab 6 – OMNIA Partners

Provide a response to the national program.

- a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- b. The successful offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.
- c. OMNIA Partners Exhibit F & G completed/signed

Tab 7 – Submit any initialed and/or signed Addenda (if applicable).

Tab 8 – Proposer's catalog

Tab 9 - COST PROPOSAL INSTRUCTIONS:

- a. Provide the pricing using a **fixed percentage (%)** discount off PROPOSER'S CATALOG PRICE LIST or other objectively verifiable criteria in Excel format.
- b. Provide the reference to the standard index or other objective criteria used to determine pricing of each Product category and state why this is most advantageous to Participating public Agencies. **Copies of the relevant price lists in Excel format must be included in the Cost Proposal.**
- c. If offered, provide Proposer pricing for custom signs.

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- d. Provide the pricing for any services and solutions offered using a **mark-up percentage over cost**. Cost shall be substantiated by an actual invoice indicating the amount paid for services or solutions. Proposer may propose alternative methodologies for pricing services if it feels it is in the best interest of Participating Public Agencies.
- e. Provide the pricing for any related products and services offered by your company.
- f. Detail any additional pricing incentives or rebates that may be available such as for large volume purchase by Participating Public Agencies.
- g. Prices/discounts shall be F.O.B. destination.
- h. It is the Proposer's responsibility to provide the County and Participating Public Agencies with an up-to-date price list and any necessary brochures, finish material samples or related materials at no charge for the duration of the contract.
- i. The Proposer must submit Market Basket Pricing in ATTACHMENT B for evaluation purposes only. Pricing should be based on Proposers fixed percentage discount off its manufacturer catalog price list. Proposer may take into consideration any pricing incentives or rebates it is offering through this contract.
- j. Special Offers/Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Vendor may conduct sales promotions involving price reductions for a specified lesser period. Vendor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

Note: Market Basket Pricing is not to be construed as Proposer's complete offer nor is it a core list. It is for evaluation purposes only. Proposer's entire catalog list/assortment will be Proposer's offer to Barron County and Participating Public Agencies.

13. CONTACT FOR CONTRACTUAL MATTERS:

- a. All communications and requests for information and clarifications shall be directed to the following official:

Mark Servi, Highway Commissioner
 Barron County Highway Department
 E-mail: bchdtcp@co.barron.wi.us

- b. No attempt shall be made by any Proposer to contact members of the Evaluation Team or others at the County about this procurement.

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14. SUBMISSION OF PROPOSALS:

- a. One (1) original (duly marked), ten (10) copies and three (3) thumb drives of the entire proposal. Electronically stamped delivery receipts are available.
- b. Proposers are reminded that changes to the Request for Proposal, in the form of Addenda, are often issued. All addenda MUST be signed and submitted as a part of Proposer's proposal. Notice of addenda will be posted at www.baroncountyiwi.gov. It is the Proposer's responsibility to monitor the web page for the most current addenda.
- c. It is the Proposer's responsibility to clearly identify and to describe the products and services being offered in response to this Request for Proposal. Proposers are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- d. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper; therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- e. By executing the cover sheet, Proposer acknowledges that it has read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

15. PROPOSER PERSONNEL REQUIREMENTS AND DETERMINATION OF RESPONSIBILITY

- a. Barron County may make such investigation as deemed necessary to determine the ability of the Proposer to supply the product or information and data for this purpose as Barron County may request.
- b. Proposers are encouraged to promptly notify the Highway Commissioner, in writing via email, of any apparent major inconsistencies, problems, or ambiguities in the Specifications. Address notifications to: Mark Servi, Barron County Highway Commissioner, bchdtcp@co.barron.wi.us.

16. LATE PROPOSALS:

- a. Proposals received in the Highway Department after the date and time prescribed shall not be considered for contract award and shall be returned to the Proposer.

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17. PERIOD THAT PROPOSALS REMAIN VALID:

- a. Proposals will remain valid for a period of one-hundred twenty days (120) calendar days after the date specified for receipt of proposals.

18. EVALUATION OF PROPOSAL – SELECTION FACTORS:

Oral Presentations/Interviews Barron County reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, Barron County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. Barron County shall not reimburse the supplier for the costs associated with the interview process.

The following factors will be considered in the award of this contract:

- a. **PROVEN EXPERIENCE** of the Company's success in providing Traffic Control Products and Related Products and Services on a nationwide and local basis in a timely manner.
- b. Depth of response to Technical Proposal.
- c. Depth of response to Cost Proposal.
- d. Depth of response to Supplier Qualifications and Information.
- e. Depth of response and capabilities for National Program.

19. TRADE SECRET/PROPRIETARY INFORMATION:

- a. Trade secrets or proprietary information submitted by a Proposer in connection with a procurement transaction shall not be subject to public disclosure under the Wisconsin Public Records Law; however, Proposers must invoke the protections of this section prior to or upon submission of the data or other materials.
- b. The Proposer must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the Proposer.

PPA ATTACHMENT #A



**REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT
TO BE ADMINISTERED BY
OMNIA PARTNERS**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,
EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The County of Barron, Wisconsin (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Traffic Control Products and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$25 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or

- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE



ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “Agreement”) is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners, Public Sector”), and _____ (“Supplier”).

RECITALS

WHEREAS, the _____ (the “Principal Procurement Agency”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “Product”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “Public Agencies”), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “Participating Public Agency”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED

REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as

provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with

interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector' rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector' sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or

waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**OMNIA PARTNERS, PUBLIC
SECTOR**

Signature

Signature

Sarah E. Vavra

Name

Name

Sr. Vice President, Public Sector
Contracting

Title

Title

Date

Date

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners, Public Sector**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all

obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners, Public Sector affiliates and subsidiaries; provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

OMNIA PARTNERS, PUBLIC SECTOR

Authorized Signature

Name

Title and Agency Name

Date

Signature

Sarah E. Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

EXHIBIT D

OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners, Public Sector”), Barron County, WI agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of Barron County, WI (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

[illegible]

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit

Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

SEAL

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name:			
Address:			
City:		State:	Zip:

Signature	Printed Name	Title
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Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]

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OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

OMNIA PARTNERS EXHIBITS

EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA

CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR

CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT

FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT

MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPPIO, UT

SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR

EAST BATON ROUGE PARISH, LA
 GILLIAM COUNTY, OR
 GRANT COUNTY, OR
 HARNEY COUNTY, OR
 HARNEY COUNTY SHERIFFS OFFICE, OR
 HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION & VISITORS
 COMMISSION
 LAFOURCHE PARISH, LA
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA
 MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR
 MULTNOMAH COUNTY BUSINESS AND
 COMMUNITY SERVICES, OR
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK COUNTY, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN COUNTY, OR
 TERREBONNE PARISH, LA
 TILLAMOOK COUNTY, OR
 TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR
 UMATILLA COUNTY, OR
 UNION COUNTY, OR
 WALLOWA COUNTY, OR
 WASCO COUNTY, OR
 WASHINGTON COUNTY, OR
 WEST BATON ROUGE PARISH, LA
 WHEELER COUNTY, OR
 YAMHILL COUNTY, OR
 COUNTY OF BOX ELDER, UT
 COUNTY OF CACHE, UT
 COUNTY OF RICH, UT
 COUNTY OF WEBER, UT
 COUNTY OF MORGAN, UT
 COUNTY OF DAVIS, UT
 COUNTY OF SUMMIT, UT
 COUNTY OF DAGGETT, UT
 COUNTY OF SALT LAKE, UT
 COUNTY OF TOOELE, UT
 COUNTY OF UTAH, UT
 COUNTY OF WASATCH, UT
 COUNTY OF DUCHESNE, UT
 COUNTY OF Uintah, UT
 COUNTY OF CARBON, UT

COUNTY OF SANPETE, UT
 COUNTY OF JUAB, UT
 COUNTY OF MILLARD, UT
 COUNTY OF SEVIER, UT
 COUNTY OF EMERY, UT
 COUNTY OF GRAND, UT
 COUNTY OF BEVER, UT
 COUNTY OF PIUTE, UT
 COUNTY OF WAYNE, UT
 COUNTY OF SAN JUAN, UT
 COUNTY OF GARFIELD, UT
 COUNTY OF KANE, UT
 COUNTY OF IRON, UT
 COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
 BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
 PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
 AUTHORITIES, RESERVATIONS AND UTILITIES
 INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BEND METRO PARK AND RECREATION DISTRICT
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
 LA
 BOARDMAN PARK AND RECREATION DISTRICT
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL OREGON INTERGOVERNMENTAL
 COUNCIL
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS RIVER WATER
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLEAN WATER SERVICES
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN
 RESERVATION
 COOS FOREST PROTECTIVE ASSOCIATION
 CHEHALEM PARK AND RECREATION DISTRICT
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 EUGENE WATER AND ELECTRIC BOARD
 HONOLULU INTERNATIONAL AIRPORT
 HOODLAND FIRE DISTRICT #74
 HOUSING AUTHORITY OF PORTLAND
 ILLINOIS VALLEY FIRE DISTRICT
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 MEDFORD WATER COMMISSION
 MELHEUR COUNTY JAIL, OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MULTNOMAH EDUCATION SERVICE DISTRICT
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 PORT OF BRANDON, OR
 PORT OF MORGAN CITY, LA
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON LEGISLATIVE ADMINISTRATION
 ROGUE VALLEY SEWER, OR
 SAINT LANDRY PARISH TOURIST COMMISSION

SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM MASS TRANSIT DISTRICT
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY WATER DISTRICT
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C

LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE
 DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE
 (AMES) , UT
 ALIANZA ACADEMY , UT
 ALPINE DISTRICT , UT
 AMERICAN LEADERSHIP ACADEMY , UT
 AMERICAN PREPARATORY ACADEMY , UT
 BAER CANYON HIGH SCHOOL FOR SPORTS &
 MEDICAL SCIENCES , UT
 BEAR RIVER CHARTER SCHOOL , UT
 BEAVER SCHOOL DISTRICT , UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
 (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT , UT

CBA CENTER , UT
 CACHE SCHOOL DISTRICT , UT
 CANYON RIM ACADEMY , UT
 CANYONS DISTRICT , UT
 CARBON SCHOOL DISTRICT , UT
 CHANNING HALL , UT
 CHARTER SCHOOL LEWIS ACADEMY , UT
 CITY ACADEMY , UT
 DAGGETT SCHOOL DISTRICT , UT
 DAVINCI ACADEMY , UT
 DAVIS DISTRICT , UT
 DUAL IMMERSION ACADEMY , UT
 DUCHESNE SCHOOL DISTRICT , UT
 EARLY LIGHT ACADEMY AT DAYBREAK , UT
 EAST HOLLYWOOD HIGH , UT
 EDITH BOWEN LABORATORY SCHOOL , UT
 EMERSON ALCOTT ACADEMY , UT
 EMERY SCHOOL DISTRICT , UT
 ENTHEOS ACADEMY , UT
 EXCELSIOR ACADEMY , UT
 FAST FORWARD HIGH , UT
 FREEDOM ACADEMY , UT
 GARFIELD SCHOOL DISTRICT , UT
 GATEWAY PREPARATORY ACADEMY , UT
 GEORGE WASHINGTON ACADEMY , UT
 GOOD FOUNDATION ACADEMY , UT
 GRAND SCHOOL DISTRICT , UT
 GRANITE DISTRICT , UT
 GUADALUPE SCHOOL , UT
 HAWTHORN ACADEMY , UT
 INTECH COLLEGIATE HIGH SCHOOL , UT
 IRON SCHOOL DISTRICT , UT
 ITINERIS EARLY COLLEGE HIGH , UT
 JOHN HANCOCK CHARTER SCHOOL , UT
 JORDAN DISTRICT , UT
 JUAB SCHOOL DISTRICT , UT
 KANE SCHOOL DISTRICT , UT
 KARL G MAESER PREPARATORY ACADEMY , UT
 LAKEVIEW ACADEMY , UT
 LEGACY PREPARATORY ACADEMY , UT
 LIBERTY ACADEMY , UT
 LINCOLN ACADEMY , UT
 LOGAN SCHOOL DISTRICT , UT
 MARIA MONTESSORI ACADEMY , UT
 MERIT COLLEGE PREPARATORY ACADEMY , UT
 MILLARD SCHOOL DISTRICT , UT
 MOAB CHARTER SCHOOL , UT
 MONTICELLO ACADEMY , UT
 MORGAN SCHOOL DISTRICT , UT
 MOUNTAINVILLE ACADEMY , UT
 MURRAY SCHOOL DISTRICT , UT
 NAVIGATOR POINTE ACADEMY , UT
 NEBO SCHOOL DISTRICT , UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
 NOAH WEBSTER ACADEMY , UT
 NORTH DAVIS PREPARATORY ACADEMY , UT
 NORTH SANPETE SCHOOL DISTRICT , UT
 NORTH STAR ACADEMY , UT
 NORTH SUMMIT SCHOOL DISTRICT , UT
 ODYSSEY CHARTER SCHOOL , UT
 OGDEN PREPARATORY ACADEMY , UT
 OGDEN SCHOOL DISTRICT , UT
 OPEN CLASSROOM , UT
 OPEN HIGH SCHOOL OF UTAH , UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
 PARADIGM HIGH SCHOOL , UT
 PARK CITY SCHOOL DISTRICT , UT

PINNACLE CANYON ACADEMY , UT
 PIUTE SCHOOL DISTRICT , UT
 PROVIDENCE HALL , UT
 PROVO SCHOOL DISTRICT , UT
 QUAIL RUN PRIMARY SCHOOL , UT
 QUEST ACADEMY , UT
 RANCHES ACADEMY , UT
 REAGAN ACADEMY , UT
 RENAISSANCE ACADEMY , UT
 RICH SCHOOL DISTRICT , UT
 ROCKWELL CHARTER HIGH SCHOOL , UT
 SALT LAKE ARTS ACADEMY , UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION , UT
 SALT LAKE SCHOOL DISTRICT , UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS , UT
 SAN JUAN SCHOOL DISTRICT , UT
 SEVIER SCHOOL DISTRICT , UT
 SOLDIER HOLLOW CHARTER SCHOOL , UT
 SOUTH SANPETE SCHOOL DISTRICT , UT
 SOUTH SUMMIT SCHOOL DISTRICT , UT
 SPECTRUM ACADEMY , UT
 SUCCESS ACADEMY , UT
 SUCCESS SCHOOL , UT
 SUMMIT ACADEMY , UT
 SUMMIT ACADEMY HIGH SCHOOL , UT
 SYRACUSE ARTS ACADEMY , UT
 THOMAS EDISON - NORTH , UT
 TIMPANOGOS ACADEMY , UT
 TINTIC SCHOOL DISTRICT , UT
 TOOEELE SCHOOL DISTRICT , UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
 UINTAH RIVER HIGH , UT
 UINTAH SCHOOL DISTRICT , UT
 UTAH CONNECTIONS ACADEMY , UT
 UTAH COUNTY ACADEMY OF SCIENCE , UT
 UTAH ELECTRONIC HIGH SCHOOL , UT
 UTAH SCHOOLS FOR DEAF & BLIND , UT
 UTAH STATE OFFICE OF EDUCATION , UT
 UTAH VIRTUAL ACADEMY , UT
 VENTURE ACADEMY , UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
 WALDEN SCHOOL OF LIBERAL ARTS , UT
 WASATCH PEAK ACADEMY , UT
 WASATCH SCHOOL DISTRICT , UT
 WASHINGTON SCHOOL DISTRICT , UT
 WAYNE SCHOOL DISTRICT , UT
 WEBER SCHOOL DISTRICT , UT
 WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE , LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE

LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF
 HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
 COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF EDUCATION
 OREGON LOTTERY
 OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING
 OREGON STATE DEPT OF CORRECTIONS
 OREGON STATE POLICE
 OREGON TOURISM COMMISSION
 OREGON TRAVEL INFORMATION COUNCIL
 SANTIAM CANYON COMMUNICATION CENTER
 SEIU LOCAL 503, OPEU
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE, STATE OF
 HAWAII
 STATE OF HAWAII
 STATE OF HAWAII, DEPT. OF EDUCATION
 STATE OF LOUISIANA
 STATE OF LOUISIANA DEPT. OF EDUCATION
 STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
 ATTORNEY
 STATE OF UTAH

TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND SEERVICES

RFP 2020-200

Attachment B

Market Basket Pricing for Evaluation Purposes

Note: This pricing is for evaluation purposes only. All pricing must correspond with submitted catalog pricing. If you are not pricing an item in this Market Basket, mark line item as "No Bid".

Description	Manufacturer Name	Mfg. Number	Estimated Quantity	Catalog Price or Mfg. List Price	Discount (Percentage)	Unit Price (List less Discount)	Extended Price
R6-2L Engineer Grade Prismatic Rectangular Lane Control Sign, Legend "ONE WAY (left arrow)", 12" Width x 18" Height, Aluminum, Black on White			6500			\$ -	\$ -
R2-1 High Intensity Prismatic Rectangular Lane Control Sign, Legend "SPEED LIMIT 35", 18" Width x 24" Height, Aluminum, Black on White			3792			\$ -	\$ -
R5-1 Engineer Grade Prismatic Square Standard Traffic Sign, Legend "DO NOT ENTER", 24" Width x 24" Height, Aluminum, Red on White			2844			\$ -	\$ -
R7-1D Engineer Grade Prismatic Rectangular Standard Traffic Sign, Legend "NO PARKING ANY TIME (double arrow)", 12" Width x 18" Height, 5052-Aluminum, Red on White			6500			\$ -	\$ -
R7-8D High Intensity Prismatic Rectangular ADA Handicap Sign, Legend "RESERVED PARKING with ADA Handicap Symbol (double arrow)", 12" Width x 18" Height, Aluminum, Green/Blue on White			5056			\$ -	\$ -
R1-1 High Intensity Prismatic Octagon Standard Traffic Sign, Legend "STOP", 30" Width x 30" Height, 5052-Aluminum, Red on White			2844			\$ -	\$ -
Sheeted Blank, 18"x24"x.080 EGP White, Single Faced			6067			\$ -	\$ -
Traffic Guard Portable Double Lane Speed Bump with Delineators and Reflectors, 10' Length x 4" Width x 3/16" Height, Yellow			142			\$ -	\$ -
Road Cone 18-Inch High Visibility Orange Safety/Traffic Cone			15167			\$ -	\$ -
PVC Traffic Safety Cone, 12-Inch			15167			\$ -	\$ -
Plastic Single Sided Reflective Pavement Marker, 4" Length x 2" Width, Amber			60667			\$ -	\$ -
V-Loc Traffic Post Breakaway Concrete Anchor, 1-3/4" Length x 1-3/4" Width Square Post			4136			\$ -	\$ -
Rubber Vehicle Stop with 2 Spikes, 36" Length x 6" Width x 4" Height, Black/Yellow Stripes, For Asphalt Installation			3033			\$ -	\$ -
Temporary Construction Reflective Striping Tape, 50 yds Length x 4" Width, White			1517			\$ -	\$ -
BlinkerBeacon Solar Flashing LED Red Lens Beacon, 4-1/2" OD Pole, Black			51			\$ -	\$ -
Striper, LineLazer IV 3400 model with 1 Gun, Airless, 4.0 HP Honda Engine			19			\$ -	\$ -
LineLazer V 200HS Standard Series, Two Guns,			9			\$ -	\$ -
LineLazer V 5900 Standard Series, 2 Guns, Mechanical			13			\$ -	\$ -
Replacement Tip for Graco Striper Spray Gun LLT-215			2528			\$ -	\$ -

Glass Beads, 50 lb Bag, WI DOT approved for painting and epoxy, mix with paint to make lines reflective			3640			\$ -	\$ -
U-Channel Post - 2lbs./f - 6'L - Green			7000			\$ -	\$ -
U-Channel Post-2lbs./f - 6'L - Galvanized			5688			\$ -	\$ -
U-Channel Post- 2lbs./f - 8'L - Green			5688			\$ -	\$ -
U-Channel Post -2lbs./f - 8'L - Galvanized			4333			\$ -	\$ -
U-Channel Post - 2lbs./f - 10'L - Green			3957			\$ -	\$ -
U-Channel Post -2lbs./f - 10'L - Galvanized			3138			\$ -	\$ -
U-Channel Post - 2lbs./f - 12'L - Green			3640			\$ -	\$ -
U-Channel Post -2lbs./f - 12'L - Galvanized			3033			\$ -	\$ -
Windmaster Sign Stand, 4860 Model, for use with Rigid or Rollup Signs, 5' Deployable Height			346			\$ -	\$ -
Windmaster Sign Stand, 4814HDKD with Kick Release, telescoping legs, use w/roll-ups			435			\$ -	\$ -
Emergency Road Flares, 6-Pack, 30 Minute Capacity 13"x2.75"x4", Includes Bright Orange Vest Packaging			3640			\$ -	\$ -
Bollard Cover, 7"x60" Yellow Color, with two red reflective stripes, 1/8" thick HDPE			1820			\$ -	\$ -
Safe Pace Radar Feedback Sign, SP400, White, Solar Powered, "Your Speed" With Trailer			11			\$ -	\$ -
Delineator, 36"Lx3" OD Orange Post, DP-200 Model, Surface Mount w/2 HIP white reflective bands&base			2758			\$ -	\$ -
Delineator, 36" Long Yellow Post, FG-300 Model, Cloverleaf Design w/Base & 2 HIP Yellow Refl Bands			2275			\$ -	\$ -
Drop Over Cable Protector, 36"x14.25"x3", One Channel Guard Slot			350			\$ -	\$ -
Yellow Jacket Cable Protector, 36"x19.75"x1.875", Five Cable Guards Slots,			343			\$ -	\$ -
Utility Round Dome Marker, White Pole 72" Length, 48" Above Ground, Solid Blue Color Enhancer Top			2528			\$ -	\$ -
PowerFlares, 6-Pack, Yellow Shell/Amber LED light w/soft carrying bag & (12) lithium batteries incl			260			\$ -	\$ -
PowerFlares, 3-Pack, Tan Shell/Amber LED light w/soft carrying bag & (6) lithium batteries incl			514			\$ -	\$ -
BlinkerSign, R1-2, 30", Yield, DG3, Red/White, Solar, 9 White LEDs			57			\$ -	\$ -
Plasticade Type I Barricade, 12"x24", White EG reflective top panel			1517			\$ -	\$ -
Econocade Barricade, Type I, 8"x24" HIP Orange & White reflective top board			1820			\$ -	\$ -
Collapsible Breakaway Type III Plastic Barricade 4' One-sided HIP shtg, right orientation, org/white			423			\$ -	\$ -
Narrowcade, 12"x24" EG Reflective Barricade with orange and white stripes, fillable & accepts lights			1655			\$ -	\$ -
Econocade II, Channelizer Drum/Barrel, 23"Wx40"H, low profile, four 4" EG orange/white bands, high density			2022			\$ -	\$ -
StrongArm Gate Operator, Standard Model 14 feet			12			\$ -	\$ -
Safe Pace Radar Feedback Sign, SP100, White, Solar Powered, "			20			\$ -	\$ -

Extra Battery for GR3 Retroreflectometer,Spare			30			\$	-	\$	-
Retroreflectometer,GRX-1 Model Required, Unit w/Camera			15			\$	-	\$	-
Overhead Door Maintenance and Support Labor (Hours)			100			\$	-	\$	-
Parking and ITS Maintenanc and Support Labor (Hours)			100			\$	-	\$	-
RRFB, Rectangular Rapid Flashing Beacon with BlinkLink Solar 55/48, Radio, SOP, DS,Amber, PB, H Pole X2			25			\$	-	\$	-
SafePace Cruiser LT Compact Trailer			10			\$	-	\$	-
Standard Aluminum Pole,10' 6061-T6 Schedule 40, "4.5"OD, T.O.E.			50			\$	-	\$	-
BlinkerPaddle,18",HIP,Stop/Stop (R1-1/R1-1),Red/Red,			25			\$	-	\$	-
Portable Surface Barrier,12'Long,Model 850K-144WTL K8 Rated			10			\$	-	\$	-
Armadillo-DC, Radar Traffic Data Collector and Classifier			25			\$	-	\$	-
Valet Podium,18"Dx16"Wx41"H,100 hook,cam lock and key panel			35			\$	-	\$	-
Traffic Controller Signals,Red/Yellow/Green,21"Hx7"Wx5.5"D,Vertical LED,Wall Mount 120V"			65			\$	-	\$	-
Lime, 3 Pocket, Zipper, Mesh Vest, 2"w reflective Size M-XL			1500			\$	-	\$	-
Individual TAPCO Solar LED Barricade Light,Amber w/3-Way Switch			500			\$	-	\$	-
Solar Message Board, 48"H x 96"W, SMC 4000 Message Center Trailer			25			\$	-	\$	-
Reflector,White,3.25" Plastic Back Centermount RT-90C			5000			\$	-	\$	-
Crosswalk Sign,12"x36" (R1-6) State Law Yield To Ped w/QR One Base			50			\$	-	\$	-
SignCentral MUTCD Sign & Font Library w/MUTCD Cloud Library			25			\$	-	\$	-
Pole Package, 10', 2-3/8" OD, V-Loc Soil Anchor Pole, Cap & Brackets			500			\$	-	\$	-
Mini Base for 3" Round Post, Black, Slip Over			500			\$	-	\$	-
MH-300 Milwaukee Harp Light Fixtures with Wall Mount Bracket			50			\$	-	\$	-
US Flag,5'x3' Outdoor, embroidered stars & stripes Nylon (US Made)			500			\$	-	\$	-
BlinkerBeacon, Solar 55/105, SOP, DV-SS,Tex. Approved Amber 12"			50			\$	-	\$	-
TOTAL								\$	-

BARRON COUNTY
REQUEST FOR PROPOSALS 2020-200
TRAFFICE CONTROL PRODUCTS AND RELATED PRODUCTS AND SOLUTIONS

ADDENDUM NO. 1

October 14, 2019

NOTICE TO ALL BIDDERS

This Addendum is attached to and made part of the above entitled Request for Proposal for Barron County.

Incorporate the following into your bid response.

Questions and answers received

Question 1

I really appreciate your help with this solicitation.

However, I am still in need of further clarification. The scope of the project states Parks and Recreation Products such as: Benches, Tables, Waste Receptacles and Bike Racks. We manufacture all of the requested items.

I have reviewed the RFP and the Market Basket and none of the documents provide specifications for any of the aforementioned site amenities.

That's where the confusion is coming into play.

Is the expectation to just submit our catalog for consideration, and the Highway Department will choose amenities from vendors based off their proposed offerings?

Please advise as to how we should proceed.

Answer 1

The RFP is focused on Traffic Control Products and Related Products and Solutions. The market basket is a summary of the most frequently purchased items. Each company needs to make a business decision on how to respond to the RFP

END OF QUESTIONS

Question 2

I was a pleasure meeting with you yesterday. I appreciate the County's willingness to consider extending the term to base 4-year contract with (2) 3 year contract extension options. Additionally, I appreciate the wiliness to modify the amount of copies needed from 10 to 5.

I did want to discuss with you two additional matters.

Namely, the proposed increase in the administrative fee increase from 2% to 3% (and shipping terms). It's important to first know that many of our largest revenue projects bid on very low (single digit) profit margins. I've very concerned about being able to retain (and land) existing and future large projects with the administrative fee at 3%.

I would ask the County to revise this fee back to the (original) base of 2%.

If that isn't feasible, then I would ask these options to be considered;

- A. After the 15MM in annual (baseline) reported sales is reach, TAPCO would be willing to agree to a 2.5% administrative fee on sales above and beyond 15MM. The logic here is that I don't want to increase pricing on existing contracts and/or be punitive to the established, business. I would be willing to increase the administration fee a half a percent after our baseline of 15MM is met.
- B. If the County requires a 3% administrative fee, then I would ask to adjust the RFP language regarding the shipping terms. I would request to offset the risk/impact of smaller sales orders, by requesting a concession on the freight terms (which are currently a universal FOB Destination) term.
- C. I would like to propose free freight only on order of \$1000 and up. This minimum threshold would still allow for the same terms and conditions to apply to TAPCO's largest customers but would safeguard against the risk smaller (freight sensitive) orders. For instance; items over 8' in length (like u-channel posts) shipping out west can cost easily \$500 for shipping (or more). Freight is a considerable factor to the supplier and to avoid the role of smaller orders impact on freight.
- D. Another option would to be to allow some time to grandfather in any proposed administrative increase in the extension years.

Your response and consideration on these two areas is appreciated. I'm happy to jump on a phone call with you as well.

Answer 2

We will take this into consideration and if there are changes it will be issued in the addendum. Please note any/all exceptions in your response to the RFP.

Question 3

It appears this bid is in connection with OMNIA, is there a reason that Barron County decided to go this route instead of releasing the bid to WI based vendors?

- Is Barron County looking to purchase all of the line items listed, or just some of them?
 - o If the County is looking at only purchasing some of the items, would you be opposed to Decker Supply providing a quote directly to you for these items?
- The qty's for each line item is very high, is that because it is a nationwide contract of some sort?
- It appears the contract is a 5 year contract, which includes (5) 1 year renewal options. However, it does not say anything about price escalations every year. Will the price escalation be allowed, assuming they are accepted by both parties?
- Some of the sign sizes listed (and sheeting) do not meet WisDOT state Specs. I assume the County wants to follow state specs for these signs?
 - o ONE WAY Signs (should be a minimum size of 24" x 30", with High Intensity Prismatic Sheeting)
 - o Speed Limit Signs should be a min size of 24" x 30"
- The 18" x 24" sheeted blanks, it states Engineer Grade Sheeting.....is that what you want, or would you prefer the HIP?
- 18" and 12" cones are listed.....are these the correct sizes?

I have several more questions, but I don't want to bog you down with them. Overall, I am just looking for more clarity on this bid, and what it all entails, etc.....

Answer 3

Barron County will be the contract holder of this RFP. It is intended to be a national purchasing opportunity, through Omnia to take it to the national level. The quantities in the Market Basket are what we would anticipate seeing and will give us a basis for comparison. Sizes, materials etc. should be bid as stated.

RFP Addendums

Item 8. CONTRACT PERIOD AND RENEWAL is Amended as follows;

b. The initial term of the Agreement will be from March 1, 2020 through February 28, 2025(Initial Term). Barron County may, at its option, renew the term of this Agreement for Five (5) successive One (1) year periods (renewal term) and any combination thereof. The Contractor shall be notified in writing by the County of its intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

Item 14. SUBMISSION OF PROPOSALS

- a. One (1) original (duly marked), three (3) copies and three (3) thumb/jump drives of the entire proposal. Electronically stamped delivery receipts are available.

END OF ADDENDUM #1

COMPETITIVE SOLICITATION
BY BARRON COUNTY
FOR
TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND
SOLUTIONS
ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

RFP # 2020-200

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NOTICE TO VENDORS

Notice is hereby given that Barron County (County) on behalf of itself and other government agencies and made available through the OMNIA Partners, Inc. will receive proposals for:

TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND SOLUTIONS

RFP # 2020-200

Sealed proposals for the material described herein will be received until **11:00 AM local time on October 29, 2019** by the Barron County Highway Department, Office of the Highway Commissioner, 260 North 7th Street, Barron, WI 54812, whereupon the sealed proposals received will be opened and evaluated. Proposals must be sealed, prominently marked with the RFP number, title, due date, time, and name of vendor on outside of envelope. Facsimile (FAX) copies of the RFP will not be allowed.

Copies of the RFP documents may be downloaded at www.barroncountywi.gov

The County reserves the right to accept or reject any or all proposals, to waive any technicalities, and to select the proposal deemed most advantageous to the Barron County Highway Department and Participating Public Agencies.

PROPOSAL COVER SHEET

TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND
SOLUTIONS

This Proposal submitted by:

Name of Organization:

TAPCO (Traffic and Parking Control Co., Inc.)

Address:

5100 W. Brown Deer Rd.Brown Deer, WI

City/State/Zip:

53223

Primary Contact Person:

Andrew Bergholz - Co-Owner

Phone:

800-236-0112 & (or) 262-814-7338-direct

Fax:

800-444-0331

E-mail:

Andrew@Tapconet.com

In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Barron County the items or services offered, and accompanying attachments shall constitute a contract.

By signing this proposal, Vendor certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request for Proposal.

AS ADW
Vendor Legally Authorized Signature

Andrew Bergholz
Print Name

President & Owner
Title

10/15/19
Date

GENERAL INFORMATION

1. INTRODUCTION

Barron County (herein "Principal Purchasing Agency (PPA)") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Traffic Control Products, Related Products and Solutions (herein "Products and Services").

Proposals will be received until to 11:00 A.M. local time on October 29, 2019. Envelopes must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of vendor, and submitted to:

BARRON COUNTY HIGHWAY DEPARTMENT
OFFICE OF THE HIGHWAY COMMISSIONER
260 NORTH 7TH STREET
BARRON, WI 54812

Proposals must be received no later than the time and date designated above. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) copies of the RFP will not be accepted.

This request does not commit the County to pay for any costs incurred in the submission of the RFP, or in making necessary studies for the preparation thereof, nor to procure or contract for the services or materials.

There will be no "oral communications" with any County employees regarding this RFP.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY. Include in your offering trade-ins, leasing/financing and provide structure for each of these items.

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2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

3. GENERAL TERMS AND CONDITIONS

Taxes – Taxes shall not be included in unit prices.

Brand Name and Number–The Vendors shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the vendor is quoting on the exact brand name and number specified in the RFP form. Should any item for which proposals are requested be patented, or otherwise protected or designated by the particular name of the maker and the Vendor desires to offer the item of equal character and quality, it may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Highway Commissioner to be equal in all respects to that specified.

Samples – If needed, samples shall be furnished free of cost to the County after the RFP opening. If requested, they are to be sent within seven (7) days to the Barron County Highway Department, Office of the Highway Commissioner, 260 N 7th Street, Barron, WI 54812, unless otherwise specified. The County reserves the right to reject the RFP of any Vendor failing to submit samples as requested. Samples must be plainly marked with name of vendor, RFP number and date of the RFP opening. Samples of the successful Vendors may be retained for comparison with deliveries. Vendors may pick up samples (if not destroyed by test) on notice from the Office of the Highway Commissioner. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the County. Vendors (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

Quantity and Quality of Materials or Services– The successful Vendor(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All materials, supplies or

GENERAL INFORMATION

services furnished under the contract shall be in accordance with the RFP specifications and the County's sample or the sample furnished by the Vendors and accepted by the County. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the RFP specifications, the cost of such test shall be paid by the Vendor(s). The Vendor certifies that all materials conform to all applicable requirements of Wisconsin OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

Safety Data Sheets – For all products requiring a Safety Data Sheet – The County requires that a Safety Data Sheet accompany all orders at the time of delivery.

Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

Entire Agreement – This RFP and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Vendor, by the execution of his/her signature on the RFP Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Force Majeure Clause – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

Hold Harmless Clause – The successful Vendor agrees to indemnify, defend and save harmless Barron County and Participating Agencies, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the County, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Vendor or Vendor's agents, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the County.

Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be

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supplied or services to be performed under the RFP proposal shall conform to all applicable requirements of local, state and federal law.

Governing Law and Venue – In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of Wisconsin. Venue shall only be with the appropriate state or federal court exercising jurisdiction over Barron County.

Permits and Licenses – The successful Vendors and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

Anti-discrimination – It is the policy of the Barron County Board of Supervisors, that in connection with all work performed under Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the Vendor agrees to comply with applicable Federal and Wisconsin laws including, but not limited to, the Wisconsin Fair Employment Act. In addition, the successful Vendors agree to require like compliance by all subcontractors employed on the work by him.

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4. NATIONAL CONTRACT

Barron County, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Barron County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment A).

Barron County anticipates spending approximately \$175,000 over the full potential Master Agreement term for Traffic Control Products and Related Products and Solutions. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Traffic Control

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Products and Related Products and Solutions purchased under the Master Agreement through OMNIA Partners, Public Sector is approximately \$25 million. This projection is based on the current annual volumes among Barron County, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

5. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

This Solicitation is to establish a nationwide master agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

The intent is for each Supplier to submit its complete line of Traffic Control Products, Related Products and Solutions so that Participating Public Agencies may order a wide array of products, services and solutions as appropriate for their needs. Suppliers should have a demonstrated experience in providing the Products as defined in this RFP.

Exceptions, deviations and/or variations should be cleared identified in your response.

6. SCOPE OF CONTRACT:

The purpose of this Request for Proposal is to solicit sealed proposals to establish a cooperative contract or contracts for Traffic Control Products, and Related Products and Solutions for Barron County, Wisconsin and on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

Product offerings include but not limited to;

- A. Intelligent Warning Systems (Solar & Wireless) Products:** BlinkerSigns™ and BlinkerBeacons™, RRFB-XL Crosswalks, Fire Preemptions Systems, Dangerous Curve Warnings, Web-based Traffic Monitoring & Control, Radar Feedback Signage, Wrong Way Activation Signage, Emergency Vehicle & Firehouse Warning Systems, Bike Path Warning Systems, Lighted In-road Lights, Solar Railroad Crossing Warnings, and any other Intelligent Warning Systems (Solar & Wireless) Products offered by Supplier.
- B. Parking and ITS Solutions:** Cameras, Parking Gate Operators, Swing Gate Operators, Slide Gate Operators, Phone Entry Systems, Mobile Traffic Trailers, Crash Barriers, Overhead Clearance Tubes, Electric Car Recharging Stations, Shelters, Gate Arms, Turnstiles, Proximity Sensors, Blank Out Signs, Undercarriage Mirrors, Wheel Immobilizers and any other Parking and ITS Solutions offered by Supplier.

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- C. Work Zone Products:** Crowd Control Barricades, Safety Mirrors, Wheel Chocks, Non-Skid Tapes, Eyewash Stations, Floor Signage, Wall & Pole Guards, Guardrail, Exit Signs, Dock Bumpers, Exit and Egress Signing, Changeable Message Boards, Directional Arrow Boards, Barricade Lights Flares, Beacons, Flashlights, Incident Response Roll-up Signs, Radar Feedback Signs, Barrier Webbing, Reflectors, Traffic Paddles, Barriers, Cones, Cone signs and any other Industrial and Work Zone Products offered by Supplier.
- D. Traffic, Pavement Marking and Striping Products:** Car Stops, Speed Humps, Speed Tables, Guardrail Reflectors, Cable Guards, Covers, Push & Rider Stripers, Stencils, Paint, Thermoplastics, Pothole Patch, In-Road LED Markers, Measuring Wheels and any other Traffic, Pavement Marking and Striping Products offered by Supplier.
- E. Delineators and Markers:** Delineators, In-Road Crosswalk Signs, Snow Markers, Snow Poles, Utility Marking Flags, Hydrant Markers, Modular Signs, Butyl Pads, Curbing, Butyl Pads & Epoxy and any other Delineators and Markers offered by Supplier.
- F. Signing and Digital Sign Marking:** MUTCD Signs, Blanks, Sheeted Blanks, Sheeted Blanks with Border, Federal Advisory Signage, Sign Mounting Brackets, Hardware, Sandwich Boards, Lawn Signage, Digital Print capabilities, Screen Printing Equipment, Reflective Sheeting & Vinyl Rolls, Plotters, Cutters, Sign Making Software and any other Signing and Digital Sign Marking offered by Supplier.
- G. Posts, Poles and Bases:** Square Posts, U-Channel Posts, Wood Posts, Signal Poles, Round Posts, T-Posts, Flexible Posts, Pole Packages, Anchors, Crosspieces, Portable Sign Bases, and any other Posts, Poles and Bases offered by Supplier.
- H. Streetscape Decorative Products:** Decorative Poles, Decorative Bases, Luminaries, Decorative Brackets, Sign Backers, Ornate Lighting, Finial Pole Toppers, LED Retrofit Lighting, Street Clocks and any other Streetscape Decorative Products offered by Supplier.
- I. Parks and Recreation Products:** Benches, Tables, Waste Receptacles, Drinking Fountains, Message Centers, Bike Racks, Snuffers, State Flags, Flag Poles, Bulletin Boards, and any other Parks and Recreation Products offered by Supplier.
- J. Service and Preventative IWS (Intelligent Warning Solutions), Parking and Door Structures and Revenue Control Related Maintenance.** Service, repair, warranty, on-call and preventative maintenance work shall be performed, but not limited to the following areas; Parking Revenue Control, IWS (Intelligent Warning Solutions), ITS (Intelligent Transportation Systems), Overhead door and garage control, Crosswalk systems, and other related services.

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K. Related Products, Solutions and Services: The complete range of Related Traffic Products and Solutions such as Personal Protective Equipment and any other Related Products and Services offered by the Supplier.

L. Balance of Line/Comprehensive Product Offering

The complete catalog of Traffic Control Products and Related Products and Solutions. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for ground maintenance equipment items and accessories. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be included in the Cost Proposal Tab. The County reserves the right to accept or reject any or all balance of line items offered. A successful offeror will not be awarded complete product offering/balance of line items that are awarded as an item to another vendor as part of this solicitation.

7. RFP QUESTIONS:

- a. The County shall not be bound by and the Proposer shall not request or rely on any oral interpretation or clarification of this RFP. Therefore, any questions regarding this RFP are encouraged and should be submitted in writing by email to:

Highway Commissioner: Mark Servi

E-Mail: bchdtcp@co.barron.wi.us

- b. Questions received up to the deadline to submit questions in the Calendar of Events will be answered in writing per the Calendar of Events. Answers to questions from any Proposer will be provided to all Proposers.
- c. All communications regarding this proposal shall only be through the County's point of contact listed above. No communication is to be directed to any other County personnel.

8. CONTRACT PERIOD AND RENEWAL:

- a. The term of the contract will be for five (5) years following the contract award date.
- b. Barron County may, at its option, renew the term of this Contract up to a maximum of five (5) years, one (1) year at a time. The Contractor shall be notified in writing by the County of its intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.
- c. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified and based upon verifiable criteria such as the Consumer Price Index (CPI-U), U.S. City Averages, or other relevant indices.

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- d. At any time after the date of the Request for Proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced).

- 9. **MODIFICATION OF TERMS:** Participating Agencies commonly require a modification to a term of the Contract (e.g. governing law). The awarded Supplier and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Contract.
- 10. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice. The County, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The County will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the County, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the County, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the County a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the County created by this Contract is conditioned upon the availability of County, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the County at the end of the period for which funds are available. The County will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the County in the event this

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provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

11. CALENDAR OF EVENTS (Subject to Change):

<u>Event</u>	<u>Date</u>
Issue RFP	September 5, 2019
Pre-proposal meeting	September 23, 2019, 3pm CST
<u>In Person:</u>	
Barron County Hwy. Office Conference Room	
260 North 7 th Street, Barron, WI	
<u>By phone:</u>	
1-832-856-4663 Conference ID: 29158283	
Deadline for receipt of questions via email	October 4, 2019, 11:00 am CST
Proposal due date	October 29, 2019, 11:00 am CST
Evaluation period	November 30, 2019
Contract start date	March 1, 2020

12. PROPOSAL INSTRUCTIONS:

- a. The Proposer must submit the Technical Proposal in a tab containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

Tab 1 – COVER LETTER: Submit completed Proposal Cover Sheet. Additionally, include a cover letter which will provide a brief history of the Proposer and its organization. The letter will indicate the principal or officer of the Proposer organization who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects on the scope of products, services and solutions on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.

Tab 2 - EXECUTIVE SUMMARY: The Proposer will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab 3 – PROPOSER PROFILE: The Proposer must provide a profile of its organization and all other affiliated companies as outlined in OMNIA Partners Response to National Cooperative Contract.

Tab 4 – STATEMENT OF QUALIFICATIONS:

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This section shall describe the Proposer's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.

Tab 5 – FINANCIAL STATEMENTS:

Proposer must provide detailed, audited income statements and balance sheets from two of the most recent reporting periods.

Tab 6 – OMNIA Partners

Provide a response to the national program.

- a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- b. The successful offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.
- c. OMNIA Partners Exhibit F & G completed/signed

Tab 7 – Submit any initialed and/or signed Addenda (if applicable).

Tab 8 – Proposer's catalog

Tab 9 - COST PROPOSAL INSTRUCTIONS:

- a. Provide the pricing using a **fixed percentage (%)** discount off PROPOSER'S CATALOG PRICE LIST or other objectively verifiable criteria in Excel format.
- b. Provide the reference to the standard index or other objective criteria used to determine pricing of each Product category and state why this is most advantageous to Participating public Agencies. **Copies of the relevant price lists in Excel format must be included in the Cost Proposal.**
- c. If offered, provide Proposer pricing for custom signs.

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- d. Provide the pricing for any services and solutions offered using a **mark-up percentage over cost**. Cost shall be substantiated by an actual invoice indicating the amount paid for services or solutions. Proposer may propose alternative methodologies for pricing services if it feels it is in the best interest of Participating Public Agencies.
- e. Provide the pricing for any related products and services offered by your company.
- f. Detail any additional pricing incentives or rebates that may be available such as for large volume purchase by Participating Public Agencies.
- g. Prices/discounts shall be F.O.B. destination.
- h. It is the Proposer's responsibility to provide the County and Participating Public Agencies with an up-to-date price list and any necessary brochures, finish material samples or related materials at no charge for the duration of the contract.
- i. The Proposer must submit Market Basket Pricing in ATTACHMENT B for evaluation purposes only. Pricing should be based on Proposers fixed percentage discount off its manufacturer catalog price list. Proposer may take into consideration any pricing incentives or rebates it is offering through this contract.
- j. Special Offers/Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Vendor may conduct sales promotions involving price reductions for a specified lesser period. Vendor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

Note: Market Basket Pricing is not to be construed as Proposer's complete offer nor is it a core list. It is for evaluation purposes only. Proposer's entire catalog list/assortment will be Proposer's offer to Barron County and Participating Public Agencies.

13. CONTACT FOR CONTRACTUAL MATTERS:

- a. All communications and requests for information and clarifications shall be directed to the following official:

Mark Servi, Highway Commissioner
Barron County Highway Department
E-mail: bchdtcp@co.barron.wi.us

- b. No attempt shall be made by any Proposer to contact members of the Evaluation Team or others at the County about this procurement.

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14. SUBMISSION OF PROPOSALS:

- a. One (1) original (duly marked), ten (10) copies and three (3) thumb drives of the entire proposal. Electronically stamped delivery receipts are available.
- b. Proposers are reminded that changes to the Request for Proposal, in the form of Addenda, are often issued. All addenda **MUST** be signed and submitted as a part of Proposer's proposal. Notice of addenda will be posted at www.baroncountyiwi.gov. It is the Proposer's responsibility to monitor the web page for the most current addenda.
- c. It is the Proposer's responsibility to clearly identify and to describe the products and services being offered in response to this Request for Proposal. Proposers are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- d. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper; therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- e. By executing the cover sheet, Proposer acknowledges that it has read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

15. PROPOSER PERSONNEL REQUIREMENTS AND DETERMINATION OF RESPONSIBILITY

- a. Barron County may make such investigation as deemed necessary to determine the ability of the Proposer to supply the product or information and data for this purpose as Barron County may request.
- b. Proposers are encouraged to promptly notify the Highway Commissioner, in writing via email, of any apparent major inconsistencies, problems, or ambiguities in the Specifications. Address notifications to: Mark Servi, Barron County Highway Commissioner, bchdtcp@co.barron.wi.us.

16. LATE PROPOSALS:

- a. Proposals received in the Highway Department after the date and time prescribed shall not be considered for contract award and shall be returned to the Proposer.

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17. PERIOD THAT PROPOSALS REMAIN VALID:

- a. Proposals will remain valid for a period of one-hundred twenty days (120) calendar days after the date specified for receipt of proposals.

18. EVALUATION OF PROPOSAL – SELECTION FACTORS:

Oral Presentations/Interviews Barron County reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, Barron County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. Barron County shall not reimburse the supplier for the costs associated with the interview process.

The following factors will be considered in the award of this contract:

- a. **PROVEN EXPERIENCE** of the Company's success in providing Traffic Control Products and Related Products and Services on a nationwide and local basis in a timely manner.
- b. Depth of response to Technical Proposal.
- c. Depth of response to Cost Proposal.
- d. Depth of response to Supplier Qualifications and Information.
- e. Depth of response and capabilities for National Program.

19. TRADE SECRET/PROPRIETARY INFORMATION:

- a. Trade secrets or proprietary information submitted by a Proposer in connection with a procurement transaction shall not be subject to public disclosure under the Wisconsin Public Records Law; however, Proposers must invoke the protections of this section prior to or upon submission of the data or other materials.
- b. The Proposer must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the Proposer.

PPA ATTACHMENT #A



**REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT
TO BE ADMINISTERED BY
OMNIA PARTNERS**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,
EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The County of Barron, Wisconsin (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Traffic Control Products and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$25 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or

- c. is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ 15MM.00 in year one
\$ 22MM.00 in year two
\$ 30MM.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA
PARTNERS

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED

REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as

provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with

interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector' rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector' sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

TAPCO (Traffic and Parking Control Co., Inc.)
5100 W. Brown Deer Rd.
Brown Deer, WI
53223
Attn: Andrew Bergholz

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or

waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

OMNIA PARTNERS, PUBLIC
SECTOR

Signature

Name

Title

Date

Signature

Sarah E. Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners, Public Sector**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all

obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners, Public Sector affiliates and subsidiaries; provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH

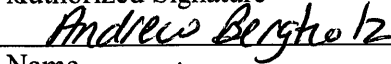
DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

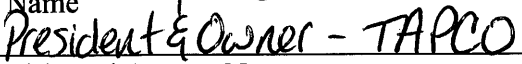
11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

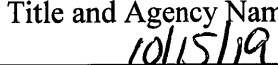
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

OMNIA PARTNERS, PUBLIC SECTOR



Authorized Signature


Name


Title and Agency Name


Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

EXHIBIT D

OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), Barron County, WI agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of Barron County, WI ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

Supplier Name:	
Contract Sales Report Month:	
Contract ID:	
Supplier Reporting Contact:	
Title:	
Phone:	
Email:	

[illegible]

										Report Totals	
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Cumulative Contract Sales

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES AMB Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES AMB Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES MB Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES MB Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES MB Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES MB Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES

MB

Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES

MB

Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES

MB

Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES

MB

Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES

MB

Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit

Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES MD Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES MD Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES MD Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: TAPCO Traffic and Parking Control (Co.) Inc.

Address, City, State, and Zip Code: 5100 W. Brown Deer Rd Brown Deer, WI 53223

Phone Number: 262-814-7000 Fax Number: 262-649-5204

Printed Name and Title of Authorized Representative: Andrew Bergholz - Officer

Email Address: Andrew@Tapco.net.com

Signature of Authorized Representative: AB Date: 10/11/19

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

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**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Traffic and Parking Control Co., Inc.

Street: 5100 W Brown Deer Rd

City, State, Zip Code: Brown Deer, WI 53223

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Andrew R. Bergholz, an authorized representative of Traffic and Parking Control Co., Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Andrew R. Bergholz	5100 W Brown Deer Rd, Brown Deer, WI 53223	50% Interest
Jason J. Kugel	5100 W Brown Deer Rd, Brown Deer, WI 53223	50% Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

10/11/19
Date

Andrew R. Bergholz
Authorized Signature and Title

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OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Traffic and Parking Control Co., Inc.

Street: 5100 W Brown Deer Rd

City, State, Zip Code: Brown Deer, WI 53223

State of Wisconsin

County of Milwaukee

I, Andrew Bergholz of the Village of Whitefish Bay
Name City

in the County of Milwaukee, State of Wisconsin
of full age, being duly sworn according to law on my oath depose and say that:

I am the President and Owner of the firm of Traffic and Parking Control Co., Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Traffic and Parking Control Co., Inc.
Company Name

AS. T. W. D. President
Authorized Signature & Title

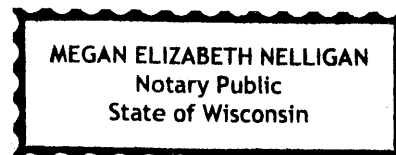
Subscribed and sworn before me

this 11 day of October, 2019

Megan Elizabeth Nelligan

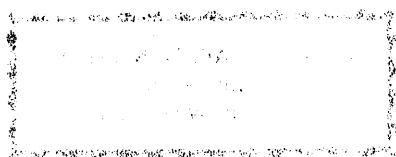
Notary Public of _____

My commission expires 6.25, 2022



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AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Traffic and Parking Control Co., Inc.
Street: 5100 W Brown Deer Rd
City, State, Zip Code: Brown Deer, WI 53223

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

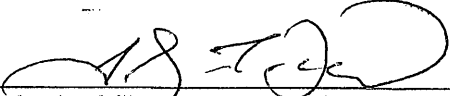
Public Work – Over \$50,000 Total Project Cost:

☒ A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

10/11/19
Date


Authorized Signature and Title

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OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

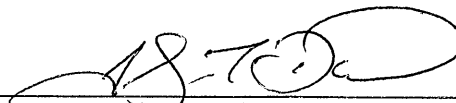
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

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OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

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OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name:	Traffic and Parking Control Co., Inc.		
Address:	5100 W Brown Deer Rd		
City:	Brown Deer	State: WI	Zip: 53223

Signature

Andrew R. Bergholz President and Owner
Printed Name Title

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]

Page 320 of 401

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**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

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**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

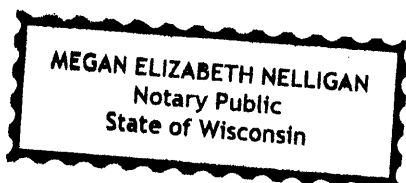
☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

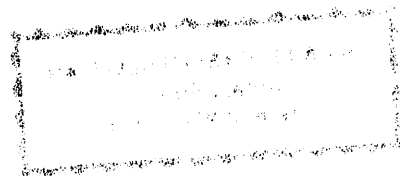
Stockholders:

Name: Home Address: Jason J. Kugel 5100 W Brown Deer Rd Brown Deer, WI 53223	Name: Home Address: Andrew R. Bergholz 5100 W Brown Deer Rd Brown Deer, WI 53223
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this <u>11</u> day of <u>2019</u> 2__ (Notary Public) <i>Megan Elizabeth Nelligan</i> My Commission expires: <u>6/25/2022</u>	 (Affiant) <u>Andrew R Bergholz - President</u> (Print name & title of affiant) & Owner (Corporate Seal)
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OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

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**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Officer: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Officer _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Officer Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Andrew R. Bergholz

Signature: _____

Title: President and Owner

Date: 10/11/19

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OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

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NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF AUTHORITY

TRAFFIC AND PARKING CONTROL CORPORATION

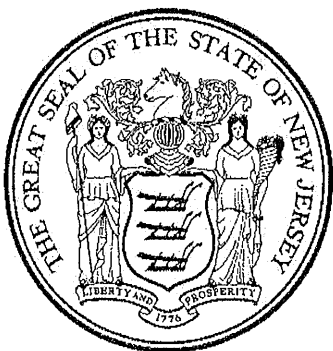
0400702289

The above-named FOREIGN FOR-PROFIT CORPORATION was duly filed in accordance with New Jersey state law on 11/13/2014 and was assigned identification number 0400702289. Following are the articles that constitute its original certificate.

1. **Name:**
TRAFFIC AND PARKING CONTROL CORPORATION
2. **Registered Agent:**
INCorp SERVICES, INC.
3. **Registered Office:**
208 WEST STATE STREET
TRENTON, NJ 08608 1002
4. **Business Purpose:**
DISTRIBUTION OF TRAFFIC AND PARKING PRODUCTS
5. **Incorporated Under the Laws of:**
WISCONSIN on 04/01/1961
6. **Main Business Address:**
5100 W. BROWN DEER RD.
BROWN DEER , WI 53223

Signatures:

ANDREW BERGHOLZ



Certification# 134192442

Verify this certificate at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
13th day of November, 2014*

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon-Eristoff
State Treasurer

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OMNIA PARTNERS EXHIBITS

EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA

CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR

CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSNORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT

FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT

MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT

SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR

EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT

COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND UTILITIES
INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION

SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM MASS TRANSIT DISTRICT
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY WATER DISTRICT
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C

LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE
 DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE
 (AMES) , UT
 ALIANZA ACADEMY , UT
 ALPINE DISTRICT , UT
 AMERICAN LEADERSHIP ACADEMY , UT
 AMERICAN PREPARATORY ACADEMY , UT
 BAER CANYON HIGH SCHOOL FOR SPORTS &
 MEDICAL SCIENCES , UT
 BEAR RIVER CHARTER SCHOOL , UT
 BEAVER SCHOOL DISTRICT , UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
 (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT , UT

CBA CENTER , UT
 CACHE SCHOOL DISTRICT , UT
 CANYON RIM ACADEMY , UT
 CANYONS DISTRICT , UT
 CARBON SCHOOL DISTRICT , UT
 CHANNING HALL , UT
 CHARTER SCHOOL LEWIS ACADEMY , UT
 CITY ACADEMY , UT
 DAGGETT SCHOOL DISTRICT , UT
 DAVINCI ACADEMY , UT
 DAVIS DISTRICT , UT
 DUAL IMMERSION ACADEMY , UT
 DUCHESNE SCHOOL DISTRICT , UT
 EARLY LIGHT ACADEMY AT DAYBREAK , UT
 EAST HOLLYWOOD HIGH , UT
 EDITH BOWEN LABORATORY SCHOOL , UT
 EMERSON ALCOTT ACADEMY , UT
 EMERY SCHOOL DISTRICT , UT
 ENTHEOS ACADEMY , UT
 EXCELSIOR ACADEMY , UT
 FAST FORWARD HIGH , UT
 FREEDOM ACADEMY , UT
 GARFIELD SCHOOL DISTRICT , UT
 GATEWAY PREPARATORY ACADEMY , UT
 GEORGE WASHINGTON ACADEMY , UT
 GOOD FOUNDATION ACADEMY , UT
 GRAND SCHOOL DISTRICT , UT
 GRANITE DISTRICT , UT
 GUADALUPE SCHOOL , UT
 HAWTHORN ACADEMY , UT
 INTECH COLLEGIATE HIGH SCHOOL , UT
 IRON SCHOOL DISTRICT , UT
 ITINERIS EARLY COLLEGE HIGH , UT
 JOHN HANCOCK CHARTER SCHOOL , UT
 JORDAN DISTRICT , UT
 JUAB SCHOOL DISTRICT , UT
 KANE SCHOOL DISTRICT , UT
 KARL G MAESER PREPARATORY ACADEMY , UT
 LAKEVIEW ACADEMY , UT
 LEGACY PREPARATORY ACADEMY , UT
 LIBERTY ACADEMY , UT
 LINCOLN ACADEMY , UT
 LOGAN SCHOOL DISTRICT , UT
 MARIA MONTESSORI ACADEMY , UT
 MERIT COLLEGE PREPARATORY ACADEMY , UT
 MILLARD SCHOOL DISTRICT , UT
 MOAB CHARTER SCHOOL , UT
 MONTICELLO ACADEMY , UT
 MORGAN SCHOOL DISTRICT , UT
 MOUNTAINVILLE ACADEMY , UT
 MURRAY SCHOOL DISTRICT , UT
 NAVIGATOR POINTE ACADEMY , UT
 NEBO SCHOOL DISTRICT , UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES) , UT
 NOAH WEBSTER ACADEMY , UT
 NORTH DAVIS PREPARATORY ACADEMY , UT
 NORTH SANPETE SCHOOL DISTRICT , UT
 NORTH STAR ACADEMY , UT
 NORTH SUMMIT SCHOOL DISTRICT , UT
 ODYSSEY CHARTER SCHOOL , UT
 OGDEN PREPARATORY ACADEMY , UT
 OGDEN SCHOOL DISTRICT , UT
 OPEN CLASSROOM , UT
 OPEN HIGH SCHOOL OF UTAH , UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
 PARADIGM HIGH SCHOOL , UT
 PARK CITY SCHOOL DISTRICT , UT

PINNACLE CANYON ACADEMY , UT
 PIUTE SCHOOL DISTRICT , UT
 PROVIDENCE HALL , UT
 PROVO SCHOOL DISTRICT , UT
 QUAIL RUN PRIMARY SCHOOL , UT
 QUEST ACADEMY , UT
 RANCHES ACADEMY , UT
 REAGAN ACADEMY , UT
 RENAISSANCE ACADEMY , UT
 RICH SCHOOL DISTRICT , UT
 ROCKWELL CHARTER HIGH SCHOOL , UT
 SALT LAKE ARTS ACADEMY , UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION , UT
 SALT LAKE SCHOOL DISTRICT , UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
 UT
 SAN JUAN SCHOOL DISTRICT , UT
 SEVIER SCHOOL DISTRICT , UT
 SOLDIER HOLLOW CHARTER SCHOOL , UT
 SOUTH SANPETE SCHOOL DISTRICT , UT
 SOUTH SUMMIT SCHOOL DISTRICT , UT
 SPECTRUM ACADEMY , UT
 SUCCESS ACADEMY , UT
 SUCCESS SCHOOL , UT
 SUMMIT ACADEMY , UT
 SUMMIT ACADEMY HIGH SCHOOL , UT
 SYRACUSE ARTS ACADEMY , UT
 THOMAS EDISON - NORTH , UT
 TIMPANOGOS ACADEMY , UT
 TINTIC SCHOOL DISTRICT , UT
 TOOELE SCHOOL DISTRICT , UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING
 ARTS , UT
 UINTAH RIVER HIGH , UT
 UINTAH SCHOOL DISTRICT , UT
 UTAH CONNECTIONS ACADEMY , UT
 UTAH COUNTY ACADEMY OF SCIENCE , UT
 UTAH ELECTRONIC HIGH SCHOOL , UT
 UTAH SCHOOLS FOR DEAF & BLIND , UT
 UTAH STATE OFFICE OF EDUCATION , UT
 UTAH VIRTUAL ACADEMY , UT
 VENTURE ACADEMY , UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING
 ARTS AND TECHNOLOGY , UT
 WALDEN SCHOOL OF LIBERAL ARTS , UT
 WASATCH PEAK ACADEMY , UT
 WASATCH SCHOOL DISTRICT , UT
 WASHINGTON SCHOOL DISTRICT , UT
 WAYNE SCHOOL DISTRICT , UT
 WEBER SCHOOL DISTRICT , UT
 WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE

LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF
 HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
 COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF EDUCATION
 OREGON LOTTERY
 OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING
 OREGON STATE DEPT OF CORRECTIONS
 OREGON STATE POLICE
 OREGON TOURISM COMMISSION
 OREGON TRAVEL INFORMATION COUNCIL
 SANTIAM CANYON COMMUNICATION CENTER
 SEIU LOCAL 503, OPEU
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE, STATE OF
 HAWAII
 STATE OF HAWAII
 STATE OF HAWAII, DEPT. OF EDUCATION
 STATE OF LOUISIANA
 STATE OF LOUISIANA DEPT. OF EDUCATION
 STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
 ATTORNEY
 STATE OF UTAH

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TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND SERVICES

RFP 2013-100

Attachment B

Market Basket Pricing for Evaluation Purposes

Note: This pricing is for evaluation purposes only. All pricing must correspond with submitted catalog pricing. If you are not pricing an item in this Market Basket, mark line item as "No Bid".

Description	Manufacturer Name	Mfg. Number	Estimated Quantity	Catalog Price or Mfg. List Price	Discount (Percentage)	Unit Price (List Less Discount)	Extended Price
R6-2L Engineer Grade Prismatic Rectangular Lane Control Sign, Legend "ONE WAY (left arrow)", 12" Width x 18" Height, Aluminum, Black on White	TAPCO (Traffic and Parking Control Co., Inc.)	373-04941	6500	\$ 21.15	5%	\$ 20.09	\$ 130,601.25
R2-1 High Intensity Prismatic Rectangular Lane Control Sign, Legend "SPEED LIMIT 35", 18" Width x 24" Height, Aluminum, Black on White	TAPCO (Traffic and Parking Control Co., Inc.)	373-04371	3792	\$ 44.15	5%	\$ 41.94	\$ 159,031.98
R5-1 Engineer Grade Prismatic Square Standard Traffic Sign, Legend "DO NOT ENTER", 24" Width x 24" Height, Aluminum, Red on White	TAPCO (Traffic and Parking Control Co., Inc.)	373-00198	2844	\$ 47.50	5%	\$ 45.13	\$ 128,324.22
R7-1D Engineer Grade Prismatic Rectangular Standard Traffic Sign, Legend "NO PARKING ANY TIME (double arrow)", 12" Width x 18" Height, 5052-Aluminum, Red on White	TAPCO (Traffic and Parking Control Co., Inc.)	373-00213	6500	\$ 21.15	5%	\$ 20.09	\$ 130,601.25
R7-8D High Intensity Prismatic Rectangular ADA Handicap Sign, Legend "RESERVED PARKING with ADA Handicap Symbol (double arrow)", 12" Width x 18" Height, Aluminum, Green/Blue on White	TAPCO (Traffic and Parking Control Co., Inc.)	373-05758	5056	\$ 32.35	5%	\$ 30.73	\$ 155,369.86
R1-1 High Intensity Prismatic Octagon Standard Traffic Sign, Legend "STOP", 30" Width x 30" Height, 5052-Aluminum, Red on White	TAPCO (Traffic and Parking Control Co., Inc.)	373-01602	2844	\$ 89.10	5%	\$ 84.65	\$ 240,709.22
Sheeted Blank, 18"x24"x.080 EGP White, Single Faced	TAPCO (Traffic and Parking Control Co., Inc.)	373-00616	6067	\$ 21.95	5%	\$ 20.85	\$ 126,505.17
Traffic Guard Portable Double Lane Speed Bump with Delineators and Reflectors, 10' Length x 4" Width x 3/16" Height, Yellow	TAPCO (Traffic and Parking Control Co., Inc.)	3192-00003	142	\$ 695.00	5%	\$ 660.25	\$ 93,879.30
Road Cone 18-Inch High Visibility Orange Safety/Traffic Cone	TAPCO (Traffic and Parking Control Co., Inc.)	274-00009	15167	\$ 10.50	5%	\$ 9.98	\$ 151,287.50
PVC Traffic Safety Cone, 12-Inch	TAPCO (Traffic and Parking Control Co., Inc.)	274-00003	15167	\$ 7.95	5%	\$ 7.55	\$ 114,546.25
Plastic Single Sided Reflective Pavement Marker, 4" Length x 2" Width, Amber	TAPCO (Traffic and Parking Control Co., Inc.)	102208	60667	\$ 1.95	5%	\$ 1.85	\$ 112,385.00
V-Loc Traffic Post Breakaway Concrete Anchor, 1-3/4" Length x 1-3/4" Width Square Post	TAPCO (Traffic and Parking Control Co., Inc.)	034-00031	4136	\$ 27.95	5%	\$ 26.55	\$ 109,830.80
Rubber Vehicle Stop with 2 Spikes, 36" Length x 6" Width x 4" Height, Black/Yellow Stripes, For Asphalt Installation	TAPCO (Traffic and Parking Control Co., Inc.)	1485-00013	3033	\$ 59.95	5%	\$ 56.95	\$ 172,755.92
Temporary Construction Reflective Striping Tape, 50 yds Length x 4" Width, White	TAPCO (Traffic and Parking Control Co., Inc.)	045-00151	1517	\$ 84.95	5%	\$ 80.70	\$ 122,398.79
Blinker Beacon Solar Flashing LED Red Lens Beacon, 4-1/2" OD Pole, Black	TAPCO (Traffic and Parking Control Co., Inc.)	2180-BBSRB	51	\$ 1,795.00	5%	\$ 1,705.25	\$ 86,209.86
Striper, LineLazer IV 3400 model with 1 Gun, Airless, 4.0 HP Honda Engine	TAPCO (Traffic and Parking Control Co., Inc.)	245-00001	19	\$ 4,490.00	5%	\$ 4,265.50	\$ 79,216.43
LineLazer V 200HS Standard Series, Two Guns,	TAPCO (Traffic and Parking Control Co., Inc.)	115463	9	\$ 15,700.00	5%	\$ 14,915.00	\$ 135,726.50
LineLazer V 5900 Standard Series, 2 Guns, Mechanical	TAPCO (Traffic and Parking Control Co., Inc.)	9657456	13	\$ 14,590.00	5%	\$ 13,860.50	\$ 180,186.50
Replacement Tip for Graco Striper Spray Gun LLT-215	TAPCO (Traffic and Parking Control Co., Inc.)	245-00024	2528	\$ 104.95	5%	\$ 99.70	\$ 252,025.76
Glass Beads, 50 lb Bag, WI DOT approved for painting and epoxy, mix with paint to make lines reflective	TAPCO (Traffic and Parking Control Co., Inc.)	078-00001	3640	\$ 37.95	5%	\$ 36.05	\$ 131,231.10
U-Channel Post - 2lbs./f - 6'L - Green	TAPCO (Traffic and Parking Control Co., Inc.)	054-00001	7000	\$ 23.95	5%	\$ 22.75	\$ 159,267.50
U-Channel Post-2lbs./f - 6'L - Galvanized	TAPCO (Traffic and Parking Control Co., Inc.)	054-00020	5688	\$ 31.95	5%	\$ 30.35	\$ 172,629.84
U-Channel Post- 2lbs./f - 8'L - Green	TAPCO (Traffic and Parking Control Co., Inc.)	054-00002	5688	\$ 31.95	5%	\$ 30.35	\$ 172,629.84
U-Channel Post -2lbs./f - 8'L - Galvanized	TAPCO (Traffic and Parking Control Co., Inc.)	054-00015	4333	\$ 42.50	5%	\$ 40.38	\$ 174,958.33
U-Channel Post - 2lbs./f - 10'L - Green	TAPCO (Traffic and Parking Control Co., Inc.)	054-00004	3957	\$ 39.95	5%	\$ 37.95	\$ 150,159.89
U-Channel Post -2lbs./f - 10'L - Galvanized	TAPCO (Traffic and Parking Control Co., Inc.)	054-00023	3138	\$ 52.95	5%	\$ 50.30	\$ 157,845.78
U-Channel Post - 2lbs./f - 12'L - Green	TAPCO (Traffic and Parking Control Co., Inc.)	054-00006	3640	\$ 47.95	5%	\$ 45.55	\$ 165,811.10
U-Channel Post -2lbs./f - 12'L - Galvanized	TAPCO (Traffic and Parking Control Co., Inc.)	054-00024	3033	\$ 63.60	5%	\$ 60.42	\$ 183,274.00

Windmaster Sign Stand, 4860 Model, for use with Rigid or Rollup Signs, 5' Deployable Height	TAPCO (Traffic and Parking Control Co., Inc.)	908-00060	346	\$ 350.00	5%	\$ 332.50	\$ 115,047.53
Windmaster Sign Stand, 4814HDKD with Kick Release, telescoping legs, use w/roll-ups	TAPCO (Traffic and Parking Control Co., Inc.)	908-00009	435	\$ 220.00	5%	\$ 209.00	\$ 91,000.00
Emergency Road Flares, 6-Pack, 30 Minute Capacity 13"x2.75"x4", Includes Bright Orange Vest Packaging	TAPCO (Traffic and Parking Control Co., Inc.)	113179	3640	\$ 24.95	5%	\$ 23.70	\$ 86,277.10
Bollard Cover, 7"x60" Yellow Color, with two red reflective stripes, 1/8" thick HDPE	TAPCO (Traffic and Parking Control Co., Inc.)	3335-00012	1820	\$ 49.95	5%	\$ 47.45	\$ 86,363.55
Safe Pace Radar Feedback Sign, SP400, White, Solar Powered, "Your Speed" With Trailer	TAPCO (Traffic and Parking Control Co., Inc.)	109845	11	\$ 7,950.00	5%	\$ 7,552.50	\$ 80,856.18
Delineator, 36"Lx3" OD Orange Post, DP-200 Model, Surface Mount w/2 HIP white reflective bands&base	TAPCO (Traffic and Parking Control Co., Inc.)	114765	2758	\$ 36.95	5%	\$ 35.10	\$ 96,797.80
Delineator, 36" Long Yellow Post, FG-300 Model, Cloverleaf Design w/Base & 2 HIP Yellow Refl Bands	TAPCO (Traffic and Parking Control Co., Inc.)	114773	2275	\$ 49.95	5%	\$ 47.45	\$ 107,954.44
Drop Over Cable Protector, 36"x14.25"x3", One Channel Guard Slot	TAPCO (Traffic and Parking Control Co., Inc.)	2927-00002	350	\$ 229.00	5%	\$ 217.55	\$ 76,142.50
Yellow Jacket Cable Protector, 36"x19.75"x1.875", Five Cable Guards Slots,	TAPCO (Traffic and Parking Control Co., Inc.)	115049	343	\$ 315.00	5%	\$ 299.25	\$ 102,761.32
Utility Round Dome Marker, White Pole 72" Length, 48" Above Ground, Solid Blue Color Enhancer Top	TAPCO (Traffic and Parking Control Co., Inc.)	113784	2528	\$ 22.95	5%	\$ 21.80	\$ 55,111.88
PowerFlares, 6-Pack, Yellow Shell/Amber LED light w/soft carrying bag & (12) lithium batteries incl	TAPCO (Traffic and Parking Control Co., Inc.)	200691	260	\$ 425.00	5%	\$ 403.75	\$ 104,975.00
PowerFlares, 3-Pack, Tan Shell/Amber LED light w/soft carrying bag & (6) lithium batteries incl	TAPCO (Traffic and Parking Control Co., Inc.)	200311	514	\$ 249.00	5%	\$ 236.55	\$ 121,616.10
BlinkerSign, R1-2, 30", Yield, DG3, Red/White, Solar, 9 White LEDs	TAPCO (Traffic and Parking Control Co., Inc.)	2180-00264	57	\$ 1,600.00	5%	\$ 1,520.00	\$ 86,450.00
Plasticade Type I Barricade, 12"x24", White EG reflective top panel	TAPCO (Traffic and Parking Control Co., Inc.)	013-00001	1517	\$ 74.95	5%	\$ 71.20	\$ 107,990.46
Econocade Barricade, Type I, 8"x24" HIP Orange & White reflective top board	TAPCO (Traffic and Parking Control Co., Inc.)	013-00210	1820	\$ 69.95	5%	\$ 66.45	\$ 120,943.55
Collapsible Breakaway Type III Plastic Barricade 4' One-sided HIP shtg, right orientation, org/white	TAPCO (Traffic and Parking Control Co., Inc.)	013-00214	423	\$ 245.00	5%	\$ 232.75	\$ 98,512.79
Narrowcade, 12"x24" EG Reflective Barricade with orange and white stripes, fillable & accepts lights	TAPCO (Traffic and Parking Control Co., Inc.)	013-00031	1655	\$ 69.95	5%	\$ 66.45	\$ 109,948.68
Econocade II, Channelizer Drum/Barrel, 23"Wx40"H, low profile, four 4" EG orange/white bands, high density	TAPCO (Traffic and Parking Control Co., Inc.)	107822	2022	\$ 39.95	5%	\$ 37.95	\$ 76,748.39
StrongArm Gate Operator, Standard Model 14 feet	TAPCO (Traffic and Parking Control Co., Inc.)	110267	12	\$ 9,095.00	5%	\$ 8,640.25	\$ 104,835.03
Safe Pace Radar Feedback Sign, SP100, White, Solar Powered, "	TAPCO (Traffic and Parking Control Co., Inc.)	1485-00071	20	\$ 2,999.00	5%	\$ 2,849.05	\$ 56,981.00
Extra Battery for GR3 Retroreflectometer, Spare	TAPCO (Traffic and Parking Control Co., Inc.)	3670-00003	30	\$ 250.00	5%	\$ 237.50	\$ 7,125.00
Retroreflectometer, GRX-1 Model Required, Unit w/Camera	TAPCO (Traffic and Parking Control Co., Inc.)	128380-1B	15	\$ 8,500.00	5%	\$ 8,075.00	\$ 121,125.00
Overhead Door Maintenance and Support Labor (Hours)	TAPCO (Traffic and Parking Control Co., Inc.)	6373-00001	100	\$ 150.00	5%	\$ 142.50	\$ 14,250.00
Parking and ITS Maintenanc and Support Labor (Hours)	TAPCO (Traffic and Parking Control Co., Inc.)	6373-00004	100	\$ 150.00	5%	\$ 142.50	\$ 14,250.00
RRFB, Rectangular Rapid Flashing Beacon with BlinkLink Solar 55/48, Radio, SOP, DS, Amber, PB, H Pole X2	TAPCO (Traffic and Parking Control Co., Inc.)	600743	25	\$ 6,500.00	5%	\$ 6,175.00	\$ 154,375.00
SafePace Cruiser LT Compact Trailer	TAPCO (Traffic and Parking Control Co., Inc.)	126034	10	\$ 4,295.00	5%	\$ 4,080.25	\$ 40,802.50
Standard Aluminum Pole, 10' 6061-T6 Schedule 40, 4.5"OD, T.O.E.	TAPCO (Traffic and Parking Control Co., Inc.)	373-10	50	\$ 290.00	5%	\$ 275.50	\$ 13,775.00
BlinkerPaddle, 18", HIP, Stop/Stop (R1-1/R1-1), Red/Red,	TAPCO (Traffic and Parking Control Co., Inc.)	2180-00301	25	\$ 249.95	5%	\$ 237.45	\$ 5,936.31
Portable Surface Barrier, 12' Long, Model 850K-144WTL K8 Rated	TAPCO (Traffic and Parking Control Co., Inc.)	114916	10	\$ 42,500.00	5%	\$ 40,375.00	\$ 403,750.00
Armadillo-DC, Radar Traffic Data Collector and Classifier	TAPCO (Traffic and Parking Control Co., Inc.)	114963	25	\$ 3,750.00	5%	\$ 3,562.50	\$ 89,062.50
Valet Podium, 18"Dx16"Wx41"H, 100 hook, cam lock and key panel	TAPCO (Traffic and Parking Control Co., Inc.)	113573	35	\$ 625.00	5%	\$ 593.75	\$ 20,781.25
Traffic Controller Signals, Red/Yellow/Green, 21"Hx7"Wx5.5"D, Vertical LED, Wall Mount 120V"	TAPCO (Traffic and Parking Control Co., Inc.)	116880	65	\$ 875.00	5%	\$ 831.25	\$ 54,031.25
Lime, 3 Pocket, Zipper, Mesh Vest, 2"w reflective Size M-XL	TAPCO (Traffic and Parking Control Co., Inc.)	128467	1500	\$ 10.75	5%	\$ 10.21	\$ 15,318.75
Individual TAPCO Solar LED Barricade Light, Amber w/3-Way Switch	TAPCO (Traffic and Parking Control Co., Inc.)	5785469	500	\$ 39.95	5%	\$ 37.95	\$ 18,976.25
Solar Message Board, 48"H x 96"W, SMC 4000 Message Center Trailer	TAPCO (Traffic and Parking Control Co., Inc.)	1415-30000	25	\$ 16,750.00	5%	\$ 15,912.50	\$ 397,812.50
Reflector, White, 3.25" Plastic Back Centermount RT-90C	TAPCO (Traffic and Parking Control Co., Inc.)	102227	5000	\$ 1.95	5%	\$ 1.85	\$ 9,262.50
Crosswalk Sign, 12"x36" (R1-6) State Law Yield To Ped w/QR One Base	TAPCO (Traffic and Parking Control Co., Inc.)	1636-00010	50	\$ 350.00	5%	\$ 332.50	\$ 16,625.00
SignCentral MUTCD Sign & Font Library w/MUTCD Cloud Library	TAPCO (Traffic and Parking Control Co., Inc.)	114756	25	\$ 500.00	5%	\$ 475.00	\$ 11,875.00

Pole Package, 10', 2-3/8" OD, V-Loc Soil Anchor Pole, Cap & Brackets	TAPCO (Traffic and Parking Control Co., Inc.)	373-90001	500	\$ 95.00	5%	\$ 90.25	\$ 45,125.00
Mini Base for 3" Round Post, Black, Slip Over	TAPCO (Traffic and Parking Control Co., Inc.)	203-00028	500	\$ 115.00	5%	\$ 109.25	\$ 54,625.00
MH-300 Milwaukee Harp Light Fixtures with Wall Mount Bracket	TAPCO (Traffic and Parking Control Co., Inc.)	203-30021	50	\$ 499.00	5%	\$ 474.05	\$ 23,702.50
US Flag, 5'x3' Outdoor, embroidered stars & stripes Nylon (US Made)	TAPCO (Traffic and Parking Control Co., Inc.)	559208586	500	\$ 24.60	5%	\$ 23.37	\$ 11,685.00
Blinker Beacon, Solar 55/105, SOP, DV-SS, Tex. Approved Amber 12"	TAPCO (Traffic and Parking Control Co., Inc.)	600173	50	\$ 2,995.00		\$ 2,995.00	\$ 149,750.00
TOTAL							\$ 7,730,733.55

Submitted by: TAPCO (Traffic and Parking
Control Co., Inc

FOB
Destination
Pricing Offered

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LAST PAGE OF RFP RESPONSE

2020-200 - SUBMITTED BY:

TAPCO (TRAFFIC & PARKING CONTROL CO., INC.)



Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

EXHIBIT C
SALES QUOTE

SALES QUOTE DATE
7/15/2024
SALES QUOTE NUMBER
Q24011200
CUSTOMER NO.
C92558
Page: 1

BILL TO
Town of Lauderdale By the Sea
Ken Rubach
4501 N Ocean Drive
Lauderdale By The Sea, FL 33308
United States of America

SHIP TO
Town of Lauderdale By the Sea
Ken Rubach
4501 N Ocean Drive
Lauderdale By The Sea, FL 33308
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
	BEST RATE Prepaid & Add	Net 30 DAYS	Stuart Perdue	8/14/2024

Item/Description	U/M	Quantity	Unit Price	Total Price
Solar, 2/2/2 RRFB Setup, 1/0/1 iNX Setup, 1/2/1 SafeWalk Setup - 2 Locations, 4.5" OD Poles Includes:				
500783 Controller, 12V, 136921, Radio, Polara APS, 30W TOP, No Battery, SW ILLUM	Each	6	2,185.00	13,110.00
137480 DUAL 22AH BATTERY PACK HARNESSSED AND FUSED	Each	6	274.55	1,647.30
138089 RRFB, Dimmable, Assembly with Universal Mounting Kit	Each	12	346.75	4,161.00
144162 Push Button, iNX, No Braille, Yellow Single Arrow, 9"x12" R10-25 Faceplate	Each	4	703.00	2,812.00
146153-50 Cable, Bulk, 6C 18AWG, Outdoor/Burial Rated, ICEA E2 Color, 50 foot pre-cut length	Each	1	114.00	114.00
143402 SafeWalk Illuminator Assembly with Mounting Kit	Each	8	275.50	2,204.00
373-05076 W11-2,36"x36"x.080 DG3 FYG,Pedestrian Crossing (Symbol) Fed Spec, Fluorescent Yellow-Green Sign	Each	12	161.50	1,938.00

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

SALES QUOTE

SALES QUOTE DATE

7/15/2024

SALES QUOTE NUMBER

Q24011200

CUSTOMER NO.

C92558

Page: 2

BILL TO

Town of Lauderdale By the Sea
Ken Rubach
4501 N Ocean Drive
Lauderdale By The Sea, FL 33308
United States of America

SHIP TO

Town of Lauderdale By the Sea
Ken Rubach
4501 N Ocean Drive
Lauderdale By The Sea, FL 33308
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
	BEST RATE Prepaid & Add	Net 30 DAYS	Stuart Perdue	8/14/2024

Item/Description	U/M	Quantity	Unit Price	Total Price
373-01759 W16-7PL,24"x12"x.080 DG3 FYG,Down Diagonal Left Arrow (Fed Spec) Sign	Each	6	47.50	285.00
373-01757 W16-7PR,24"x12"x.080 DG3 FYG,Down Diagonal Right Arrow (Fed Spec) Sign	Each	6	47.50	285.00
373-15 Pole,Standard Aluminum Pole,15' Schedule 40 6061-T6 4.5" OD T.O.E.	Each	6	394.25	2,365.50
203-00014 Base,Aluminum Square Pedestal, No Paint Door, SP-5444-PNC	Each	6	332.50	1,995.00
030-00006 Washer Flat 1-1/16"ID x2.5OD"x.125" Galvanized For 1" A/B, for use w/ J-bolts (not incl)	Each	24	5.04	120.96
3177-00042 J-Bolt,1"x 42"+4" ATSM F1554 GR-105 92k 12" Thread Full Galvanized with Nut & Lock Washer	Each	24	51.21	1,229.04
109482 Collar Assembly, Square Base, Aluminum,Wind Collar PB-5325	Each	6	185.25	1,111.50
107265 Sign Mounting Kit, Banded, Flared Leg, Standard For Mounting B2B Static Signs to a Large Pole	Each	12	43.70	524.40

Furnish only quote. Installation is not included.

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

SALES QUOTE

SALES QUOTE DATE

7/15/2024

SALES QUOTE NUMBER

Q24011200

CUSTOMER NO.

C92558

Page: 3

BILL TO

Town of Lauderdale By the Sea
Ken Rubach
4501 N Ocean Drive
Lauderdale By The Sea, FL 33308
United States of America

SHIP TO

Town of Lauderdale By the Sea
Ken Rubach
4501 N Ocean Drive
Lauderdale By The Sea, FL 33308
United States of America

Ext. Document No.**SHIP VIA****TERMS****SALESPERSON****VALID UNTIL**

BEST RATE
Prepaid & Add

Net 30 DAYS

Stuart Perdue

8/14/2024

Item/Description**U/M****Quantity****Unit Price****Total Price**

Solar powered equipment requires no shading or obstructions
Estimated lead time: 4-6 Weeks

TAPCO OMNIA Partners Contract # 2020-200

Subtotal: 33902.70

Invoice Discount: 0.00

Total Sales Tax: 0.00

Total: 33,902.70

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>



Agenda Item No: 13.e.

Town Commission Agenda Item Report

Meeting Date: August 27, 2024

Submitted By:

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2024-32: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO AMEND THE PURCHASING MANUAL WHEN NECESSITATED BY STATE OR FEDERAL LAW CHANGES; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Explanation: The Purchasing Manual sets forth the policies and procedures to be followed by Town employees whenever goods and/or services are being acquired or disposed of by the Town of Lauderdale-By-The-Sea. The last amendment to the Town's Purchasing Manual was approved on August 15, 2023, by Resolution 2023-39. Since the last amendment, the Florida Legislature has enacted various laws that impact local government purchasing and procurement practices. The Town Attorney's Office has prepared revisions to the Town's Purchasing Manual to incorporate and reflect these changes in state law. A redline version with all changes is attached as Exhibit A to Resolution 2024-32. A brief summary of the state law changes is provided below.

1. Affidavit Regarding Prohibition on Contracting with Entities of Foreign Countries of Concern (Section III. E.2.)

Section 287.138, Florida Statutes, prohibits the Town from engaging in contracts with entities that may provide access to an individual's personal identifying information if the entity is connected to a foreign country of concern. Before accepting bids or entering into contracts, the entity must submit an affidavit under penalty of perjury attesting that it is not owned or controlled by, or organized in, a foreign country of concern. This change is intended to protect sensitive personal information by ensuring that it is not accessible by entities with ties to foreign countries of concern.

This new requirement is incorporated under Section III. E.2. of the Purchasing Manual relating to the Solicitation Process, and provides that all solicitations must include a requirement for the submitting entity to provide an affidavit in accordance with Section 287.138, Florida Statutes.

2. Consultants' Competitive Negotiation Act (Section III. F.)

The Town may enter into continuing contracts for professional services under the Consultants' Competitive Negotiation Act (CCNA) for projects with specific cost thresholds. The definition of "continuing contract" was amended to increase the maximum cost for each individual project to \$7.5 million, with adjustments based on the Consumer Price Index starting July 1, 2025. The new definition for a continuing contract is incorporated under Section III. F. of the Purchasing Manual in order to reflect changes to the statutory framework for hiring consultants pursuant to a CCNA continuing contract.

3. Required Contract Provisions for All Contracts, Renewals, or Extensions (Section III. J.6.)

The following state law requirements are incorporated under Section III. J.6 of the Purchasing Manual entitled "Required Contract Provisions for All Contracts, Renewals, or Extensions".

These changes ensure that the Town complies with state laws concerning labor practices, foreign countries of concern, and employment verification, thus safeguarding against illegal practices and enhancing security.

- **Affidavit Attesting to Noncoercive Conduct:** Contractors must provide an affidavit confirming that they do not use coercion for labor or services, as defined by state law, when entering into, renewing, or extending contracts with the Town.
- **Affidavit Regarding Prohibition on Contracting with Entities of Foreign Countries of Concern:** Aligns with Section III. E.2., requiring an affidavit from entities affirming they are not tied to foreign countries of concern when accessing personal identifying information.
- **Employment Verification:** Contractors and their subcontractors must register with and use the E-Verify system to confirm the work authorization status of all new employees.

Recommendation: Staff recommends approval of Resolution 2024-32 amending the Town's Purchasing Policy and updating the current purchasing manual.

Exhibits:

1. Resolution 2024-32 Approving Purchasing Manual Changes and Purchase Manual (Exh. A) 8-23-24

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WHEREAS, the Town of Lauderdale-By-The-Sea (“Town”) maintains a Purchasing Manual that sets forth the policies and procedures to be followed by Town employees for the acquisition of goods and services (the “Purchasing Manual”); and

WHEREAS, the Florida Legislature has since enacted various laws that impact local government purchasing and procurement practices; and

WHEREAS, the Town Commission desires to adopt the amended Purchasing Manual attached hereto as Exhibit “A”, and authorize the Town Manager to make amendments to the Purchasing Manual when necessitated by state or federal law changes without adoption of another Resolution; and

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

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

Section 2. Approval of Purchasing Manual. The Purchasing Manual attached as Exhibit “A” is hereby amended and approved.

Section 3. Authorization. The Town Manager is hereby authorized to make those future amendments to the Purchasing Manual necessary to comply with any changes in state or federal law. Such amendments shall be approved as to form and legal sufficiency by the Town Attorney, and shall be reported to the Town Commission at the next regular meeting following the amendment.

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

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

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

PASSED AND ADOPTED this ____ day of August, 2024.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk
(CORPORATE SEAL)

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57 APPROVED AS TO FORM:

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Susan L. Trevarthen, Town Attorney



Purchasing Manual

**LAUDERDALE
BY • THE • SEA**

**Adopted August 15, 2023
Resolution 2023-39**

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SECTION I - AUTHORITY AND PURPOSE OF PURCHASING MANUAL

This Purchasing Manual sets forth the policies and procedures to be followed by Town employees whenever goods and/or services are being acquired or disposed of by the Town of Lauderdale-By-The-Sea, Florida (hereinafter “Town” or “Lauderdale-By-The- Sea”). The requirements contained in this Purchasing Manual shall be strictly adhered to. Non-compliance with the provisions of this Purchasing Manual may lead to disciplinary action.

The purpose of this Purchasing Manual is to set forth the procedures the Town employees or agents must follow to obtain the goods and services purchased by the Town while:

- complying with the legal requirements of public procurement,
- assuring vendors impartial equitable treatment,
- receiving maximum value for each public dollar expended,
- providing the proper quantity and quality of goods and/or services at the time and place required, and
- purchasing only properly authorized goods and/or services for which funds have been appropriated and not previously encumbered.

In any situation where compliance with this Purchasing Manual will place the Town in conflict with state or federal law, all Town employees shall comply with applicable federal or state law or authorized regulations that are mandatorily applicable regardless of whether they are reflected in this Purchasing Manual or are contrary to provisions of this Purchasing Manual.

SECTION II - DEFINITIONS

For the purpose of these procedures the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural numbers include the singular number, words in the masculine gender include the feminine, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

A. APPLICABILITY

As used throughout this Purchasing Manual the words and terms defined in this Section shall have the meanings set forth below unless the context in which they are used clearly requires a different meaning or a different definition as prescribed for a particular Section or portion thereof.

B. DEFINED TERMS

1. **Addendum** means a written or graphic instrument issued prior to the opening of bids or proposals which clarifies, corrects or changes the bidding documents or contracts.
2. **Award** means the acceptance of a bid, offer, or proposal by the proper Lauderdale-By-The-Sea authority per Section III below.
3. **Best Interest of Lauderdale-By-The-Sea** means an assessment based on available information has been made by executive personnel or the Town Commission of what will result in the maximum benefit being conferred upon Lauderdale-By-The-Sea.
4. **Bid Bond** means a form of bid security executed by the bidder as principal and by a surety to guarantee that the bidder will enter into a contract within a specified time and furnish any required performance bond.
5. **Bidder** means a person or organization making a formal offer to sell or provide services to the Town in response to an Invitation to Bid, Request for Proposal (RFP), Request for Qualifications (RFQ) or request for Letters of Interest (LOI).
6. **Blanket Purchase Order** is a purchase order that covers the purchase of supplies of a like nature for a stipulated period of time (e.g. 12 months).
7. **Brand Name or Equal Specification** means a specification limited to one or more items by manufacturers' name or catalog number to describe the standard of quality, performance or other prominent characteristic needed to meet Lauderdale-By-The-Sea requirements.
8. **Capital Purchases** means all tangible personal property having an original acquisition cost of five thousand dollars (\$5,000.00) or more per unit and a life

expectancy of more than two years, including, but not limited to, the purchase of software.

9. **Change Order** is a written order amending a purchase order to correct errors, omissions, discrepancies, acceptable overruns, freight costs; incorporate requirements to expand or reduce the scope of goods or services ordered; or to direct other changes in contract execution to meet unforeseen field, regulatory or market conditions.
10. **Commodities** include but are not limited to goods, equipment, materials, and printing which is purchased, leased or otherwise contracted for by Lauderdale-By-The-Sea.
11. **Competitive Bids or Competitive Offers** means bids or offers submitted by responsive qualified bidders or respondents.
12. **Construction** means the process of building, altering, repairing, improving or demolishing any structures, buildings or improvements to real property. It does not include the routine operation, repair or maintenance on existing structures, buildings, or real property.
13. **Consultant's Competitive Negotiations Act (CCNA)** is the common name for *Section 287.055 of the Florida Statutes* concerning the procurement of Architectural, Professional Engineering (including testing), Landscape Architecture and Registered Surveying and Mapping services.
14. **Contractor** means any person or business having a contract with Lauderdale-By-The-Sea to perform a service or sell a product. Also referred to herein as a “**vendor**”.
15. **Contractual Services** means the rendering of a contractor of their time and effort rather than the furnishing of specific commodities, materials, goods, equipment and other personal property. The term applies only to those services rendered by individuals and/or firms who are independent contractors, other governmental agencies (such as counties and municipalities) or non-profit organizations (such as the Florida League of Cities) who provide services on a contractual basis.
16. **Cooperative Purchasing** means procurement activities and contracts conducted by, or on behalf of, more than one governmental entity.
17. **Debarment or Suspension** means the disqualification of a business or person from receiving or responding to invitations for bids, requests for proposals or the award of contracts by Lauderdale-By-The-Sea because of previous illegal or irresponsible action or the failure or the inadequacy of performance.

18. **Designee** means a duly authorized representative of a person holding a management position.
19. **Emergency Purchase** means a purchase made to alleviate a situation in which there is a threat to health, welfare, property, or safety that does not allow for the normal, competitive purchasing procedures under certain conditions defined as an emergency by the Town.
20. **Environmentally Preferable Purchasing** means considering factors of sustainability and environmental impact, i.e. the use of natural products, energy savings potential, the durability of the product in the Town's coastal environmental conditions in making procurement decisions and awards.
21. **Governmental Agency** means any agency of the Federal, State, or any local government or local governmental entity.
22. **Invitation to Bid** means a written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the commodities or contractual services for which bids are sought. The invitation for bid will be used when Lauderdale-By- The-Sea is capable of specifically defining the scope of work for which a contractual service is required or is capable of establishing precise specifications defining the actual commodities required. The invitation to bid will include instructions to bidders, plans, drawings, and specifications, if any, a bid form and other required forms and documents to be submitted with the bid.
23. **Lauderdale-By-The-Sea** means the Florida Municipal Corporation known as the Town of Lauderdale-By-The-Sea.
24. **Letter of Interest (LOI):** means a method of selecting a vendor whereby all vendors are invited to submit a summary of their qualifications and state their interest in performing a specific job or service.
25. **Mandatory Bid Amount** means the dollar threshold at which the formal bid process is required. The acquisition of any commodity or service may not be divided to circumvent the requirement of the Mandatory Bid Amount.
26. **Negotiations for Professional Service** means the act of determining terms, conditions and prices for the performance of professional services.
27. **Notice of Award** means the written notice by Lauderdale-By-The-Sea to the apparent, successful bidder or offeror.
28. **Open-End Contract** means a funded contract whereby an indefinite quantity of supplies, services, or constructions are to be procured over an identified time span when needed.

29. **Open-End Purchase Orders** means a purchase order whereby a vendor provides supplies, services, or construction on demand or on a prescribed schedule. An Open-End Purchase Order may be used as a release and encumbrance document to authorize procurement of any predetermined amount from an open-end contract on an as-needed basis.
30. **Performance/Construction Bond** means a bond of a contractor/vendor in which a surety guarantees to Lauderdale-By-The-Sea that the work/services of that contractor or vendor will be performed in accordance with the contract documents. At the discretion of Lauderdale- By-The-Sea, where not prohibited by other law, an irrevocable letter of credit issued by a financial institution may substitute for a performance/construction bond.
31. **Procurement** is the buying, purchasing, renting, leasing or otherwise obtaining any commodities, services, construction or any other item(s) including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.
32. **Professional Services** means any services where Lauderdale-By-The- Sea is obtaining advice, instruction or specialized work from a person or firm. Professional services may include an oral report or written advice. Because the main thrust of the service is not considered labor, but the exercise of intellectual ability, the procurement of professional services does not lend itself to normal competitive bidding and price competition alone. These services may be procured by Requests for Proposals, Letters of Interest, or Requests for Qualifications and selected through Competitive Selection and Negotiation or at the Town Manager's discretion on an as-needed basis.
33. **Purchase Order** means a Lauderdale-By-The-Sea document to formalize a purchase transaction with a vendor conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description and price of the supplies, services or construction ordered and applicable terms as to payment, discounts, date of performance, transportation, insurance and other factors.
34. **Purchasing Administrator** means the principal Lauderdale-By-The-Sea purchasing official designated by the Town Manager as responsible for the procurement, management, and disposal of commodities in accordance with the policies contained in this Purchasing Manual.
35. **Quotation** means an informal (verbal) or formal (written) notice by a vendor to Lauderdale-By-The-Sea stating the prices, terms and conditions under which they will furnish certain goods or services.
36. **Request for Proposals (RFP)** means all documents whether attached or incorporated by reference for soliciting sealed proposals, including any addenda.

An RFP is characterized by a description of the desired product or service and a description of the process for evaluating vendor responses.

37. **Request for Qualifications (RFQ)** means a formal invitation from Lauderdale-By-The-Sea to vendors to submit a statement of qualifications. The RFQ identifies the desired minimum qualifications of the individual(s) or firm(s), a scope of work statement, and any project requirements, and indicates selection criteria that will be used in compiling the short list of prospective firms for further consideration.
38. **Responsible Bidder or Responsible Offeror** means an individual or firm who has submitted a bid that conforms in all material respects to the invitation to bid or request for proposals and who has the capability in all respects to perform fully the contractual requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give reasonable expectation of good faith performance.
39. **Selection and Negotiation Committee** means a group of persons appointed by the Town Manager to rank in preferential order those professional firm(s) or individual(s) interested in providing services on a particular project and/or to negotiate a final contract with the highest ranked firm.
40. **Services** means the furnishing of labor, time and effort by a contractor not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
41. **Short Listing** means a process by which the number of responsible bidders or responsible offerors is reduced to a manageable number for more detailed evaluation by a ranking of the candidates or firms by an evaluation committee.
42. **Short List** means the names of candidates or firms that have been selected for further consideration for award of the contract from a considerably longer list of responsible bidders or responsible offerors.
43. **Specification** means any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction time for delivery. Specifications may also contain provisions for inclusion of factors which will lead to the ultimate calculation of the lowest total cost. All specifications shall seek to promote overall economy for the purpose intended and encourage competition in satisfying Lauderdale-By-The-Sea's needs and shall not be unduly restrictive.
44. **Sole Brand** means the only known brand capable of fulfilling Lauderdale-By-The-Sea's needs. **Sole Source** means only one vendor possesses the unique and singularly available capability to meet the requirements of the solicitation, such as

technical qualifications, ability to deliver at a particular time, services from a public utility or a situation where a particular supplier or person is identified as the only qualified source available to the requisitioning authority.

45. **State Contracts** means term contracts released by the State of Florida Department of Management Services' Purchasing Division or any other State of Florida Agency (such as Department of Highway Safety and Motor Vehicles, or a state university) that may be utilized at the option of local government agencies.
46. **Surety** means an organization which, for consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds published in the current Circular 570, United States Department for the Treasury and the Federal Register effective July 1 annually, as amended.
47. **Surplus Property** means any property belonging to Lauderdale-By-The-Sea, which is capable of being used, but is in excess of the normal operating requirements of Lauderdale-By-The-Sea. This property may be disposed of by auction or other means which proves to be the most beneficial to Lauderdale-By-The-Sea as determined by Section V. below.
48. **Town** means the Lauderdale-By-The-Sea municipal government.
49. **Town Manager** means the individual appointed by the Town Commission as the administrative head of the Lauderdale-By-The-Sea municipal government.
50. **Town Commission** means the elected legislative body of the Lauderdale-By-The-Sea municipal government.

SECTION III – GENERAL PURCHASING POLICES

A. OVERALL PURCHASING REQUIREMENTS

1. General Purchasing Policies apply to all procurement of goods, construction, and/or services by the Town unless specifically excluded as described under Section IV of this manual.
2. *The known or anticipated annual purchasing requirements shall not under any circumstances be subdivided into smaller quantities to circumvent the purchasing authority thresholds, the appropriate vendor selection process or any other provision of this Purchasing Manual.*
3. Vendors shall not attempt to secure favoritism in the expenditure of public funds by offering bribes, gifts or providing entertainment to Town employees/officials having the ability to influence vendor selection decisions.

Town employees/officials or their spouse, dependent, partner, or a subordinate of any Town employee/official shall not, at any time, accept any compensation, payment, or thing of value when such officer or employee knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the Town officer/employee was expected to participate in his or her official capacity.

There shall be included in all contracts, and Town contractors shall be required to include in all subcontracts, the following provision: “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.”

4. The Town shall not knowingly acquire goods, property, and/or services from vendors who have been found guilty of a “public entity crime” as defined in *Section 287.133 of Florida Statutes*. Accordingly, vendors covered by *Section 287.133 of Florida Statutes* will provide to the Town a sworn statement as required by that Statute.
5. Procurements for the personal use or benefit of Town officials/employees are prohibited. Town officials/employees are also prohibited from using the Lauderdale-By-The-Sea name or the official’s/employee’s position to obtain special consideration in personal purchases, however this prohibition shall not apply to discounts or offers extended to government employees and officers in general (e.g. discounts offered at amusement parks or hotels).
6. The Town is exempt from paying all local and state sales taxes, as well as Federal Excise taxes. The Town’s Finance Director will provide the necessary exemption documents to any vendor upon request. Thus, Town officials/employees should make every effort to ensure that sales/excise taxes are not charged by the vendor.

7. If an item covered by a properly authorized purchase order cannot be supplied by the selected vendor in the required timeframe, the substitution of a suitable equivalent item may be approved using the Change Order procedures described in Section III.
8. Should the selected vendor fail to meet any specified requirement of a procurement, the vendor can be cited for non-performance. The seriousness of non-performance must be evaluated, in coordination with the Town Attorney, based on the circumstances surrounding each violation. However, there should always be some recourse for the Town when a vendor fails to perform in accordance with the terms and conditions.

These recourses include, but are not limited to:

- a. The Town may exercise its rights under a liquidated damage clause or under the terms of a performance bond.
 - b. The Town may obtain the needed items from another source and charge the delinquent vendor the excess difference in cost.
 - c. The Town Manager or designee may terminate the contract for default if it is in the best interest of the Town.
9. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies in accordance with *Florida Statutes Section 287.087* that it has implemented a drug-free workplace program shall be given preference in the award process.

Additionally, if two (2) or more vendors are tied as to quality, delivery times, and price, the tie may be broken and the vendor selected based on the location of the vendor's actual operations. The local preference shall favor first vendors conducting actual business operations from a facility/office physically located within the municipal boundaries of the Town.

If none of the vendors qualifies, then favor shall be shown to vendors conducting actual business operations from a facility/office physically located within Broward County.

If none of the vendors qualifies, then favor shall be shown to vendors conducting actual business operations from a facility office physically located within the State of Florida. Preference for Florida-based vendors is required by *Florida Statutes Section 255.04* when erecting or constructing any public administrative or institutional building. Preference for Florida-based vendors of commodities is

provided for in *Florida Statutes Sections 287.082, 287.084, and 287.092*. However, the Town shall not show preference to vendors solely on the basis of being minority business enterprises under *Florida Statutes Sections 287.093 and 287.0931*.

10. No obligations for expenditures of Town funds may be incurred except pursuant to, and only to the extent of, a specific appropriation of funds in the Town Commission-Adopted Town budget. This provision shall apply, without being limited to, any formal or informal contractual obligation (e.g., Purchase Order) for the purchase or lease of supplies, services or equipment. No money may be drawn from the Town treasury, nor may the appropriate Town officials execute any check, draft, warrant, note, contract or other negotiable instrument, except pursuant to, and only to the extent of, a specific appropriation of funds in the budget to be used for such payment or procurement. Accordingly, the availability of funds must be approved by the Finance Director or designee before the Town is contractually obligated to any procurement.

11. The Broward County Code of Ethics, Section 1-19 of the Broward County Code of Ordinances generally prohibits Town Commissioners from receiving gifts from vendors, contractors, lobbyists and potential suppliers of goods and services to the Town, and from being involved in procurement matters. Anyone seeking to lobby the Town on any matter must register as a Town lobbyist pursuant to Section 2-1 of the Town's Code of Ordinances, and follow the other regulations and prohibitions of that section of Code. Anyone who seeks to do business with the Town must conform to all of the detailed requirements of these County and Town ethics regulations.

B. PURCHASING APPROVAL AUTHORITY

The approval authority established by the Town Commission to procure goods or services is based on the estimated cost of the goods and services as follows:

APPROVAL	DOLLAR THRESHOLD
Public Works Supervisor	Up to \$ 2,500.00
Department Director	Up to \$ 5,000.00
Finance Director or Deputy Town Manager	Up to \$12,000.00
Town Manager	Up to \$25,000.00
Town Commission	\$25,000.01 and above

Purchases shall not be artificially divided for the purpose of avoiding having the correct person authorize the purchase.

C. VENDOR SELECTION METHODS

Guidelines

There are five vendor selection methods used by the Town:

- Quotes,
- Invitations to Bid (**ITB**),
- Requests for Proposals (**RFP**),
- Requests for Qualifications (**RFQ**), and
- Letters of Interest (**LOI**).

The use of a particular vendor selection method depends on the dollar amount of the purchase, the procurement goals of the Town and any applicable state law requirements. Exceptions to the required vendor selection methods are permitted in specific instances (See Section IV of this manual) or when pre-approved by the Town Manager in emergency situations.

<u>VENDOR SELECTION PROCESS</u>		
	AMOUNT	REQUIRED DOCUMENTATION
Quotes	Up to \$2,500.00	Not subject to bids/quotes
	\$2,500.01 to \$7,500.00	Two verbal documented quotes. (1)
	\$7,500.01 – 12,500.00	Three verbal documented quotes (1)
	\$12,501.00 to \$25,000	Three written quotes
Formal Competitive Selection	Above \$25,000.01	ITB, RFP, RFQ, LOI
(1) The vendor selected must confirm their verbal quote in writing prior to the issuance of a purchase order.		

1. **Quotes** are normally used when the expected cost of goods or services is twenty-five thousand dollars (\$25,000) or less.
 - a. Printed documentation from a website can be utilized as a written or verbal quotation of pricing for items that can be procured through the internet.
 - b. Shipping costs should be included in the determination of the lowest quote.
 - c. If the Town has requested quotes from multiple companies that can supply the required product but, despite at least two requests, the required number of vendors do not respond with a quote, the attempts to obtain additional quotes shall be documented. In such cases, the Town Manager may waive the requirement for a minimum number of quotes.
 - d. If quotes were obtained for an item within the preceding twelve months, subsequent purchases can be made of that item from the winning supplier without obtaining additional quotes if the price has not increased. For any procurement, the Town Manager has the discretion to impose additional purchasing requirements.
2. **Formal competitive vendor selection methods**

Unless waived by the Town Commission, procurements above twenty-five thousand dollars (\$25,000) shall be made through a formal competitive selection process.

Pre-Release Requirements.

Prior to the release of any ITB, RFP, RFQ, or LOI that the Town staff anticipates may result in a purchase in excess of the Town Manager's purchasing authority, a draft copy of the document(s) shall be sent to the Town Clerk for distribution to the Town Commission no less than one week in advance of publication of the solicitation.

The Purchasing Administrator will determine, after consultation with the user department, which formal competitive vendor selection method will be used. Methods include:

a. Invitation to Bid (ITB)

An ITB is used when specifications are well-defined. The ITB shall include instructions to bidders, plans, drawings and specifications if any, a bid form, and other required forms and documents to be submitted with the bid. Under this type of solicitation, the recommendation of award is normally to the lowest responsive and responsible bidder. Life cycle costs

of the commodity or equipment to be purchased can be used in evaluating which vendor is lowest responsive and responsible bidder.

b. Request for Proposals (RFP)

An RFP is a written request to vendors to submit proposals that describe the methodology the respondent will utilize to provide analysis, design or other professional services, design/build services, or operational services on an issue or a need the Town has specifically identified.

In most cases, and except when prohibited by State Statute, prices for the services will also be requested. The vendor's experience and qualifications, together with the proposed methodology, are evaluated and may take precedence over price in the procurement decision in this selection method. RFPs will generally, but not always, state the relative importance that price and any other evaluation criteria will be accorded in the vendor selection process.

c. Request for Qualifications (RFQ)

An RFQ is a formal invitation to vendors to submit a statement of their experience, education, certifications, etc. that qualify them to perform work for the Town. This approach differs from an RFP in that it places greater emphasis on the qualifications of the potential respondents, and their track record of quality performance, rather than a specific methodology they utilize. The RFQ identifies the desired minimum qualifications of the respondents, a scope of work statement, project requirements, and states the selection criteria that will be used in compiling a short list of prospective respondents for further consideration.

d. Letter of Interest (LOI)

An LOI is a formal invitation to vendors to submit a proposal. It identifies, in general terms, the work required and directs the respondents to provide a letter regarding the respondent's interest in working with the Town on the particular project(s). Respondents provide a statement of experience and qualifications of key personnel. Costs or fees are not part of the response. Architectural and engineering services that are outside the scope of the CCNA are examples of services for which this type of solicitation is sometimes used.

3. Competitive vendor selection process

a. Responsiveness of the Proposal/Response

The Purchasing Administrator will first review the proposals to determine if each proposal is responsive to the requirements of the solicitation. The Purchasing Administrator has the authority to notify the responder of non-substantive omissions in their proposal and give them a short deadline to correct those omissions. The Purchasing Administrator will determine which proposals are deemed non-responsive and those respondents will be notified in writing of the Purchasing Administrator's decision.

b. Evaluation Committee

Evaluation of the responsive proposals will normally be completed by an evaluation committee that is composed of individuals who have knowledge of, or experience with, the project, issue or profession that is the subject of the procurement. The evaluation committee members are appointed by either the Town Manager or Deputy Town Manager. The Town Manager or Department Director shall designate a Purchasing Administrator for each department's procurements, who will facilitate the evaluation process but is not a voting member of the evaluation committee.

Because the Town has a very small staff, there may be circumstances where it is appropriate for the Purchasing Administrator to be a member of the evaluation committee. In such cases, the Town Manager shall appoint another staff member to fulfill the facilitation and communication with respondents roles normally carried out by the Purchasing Administrator.

c. Requests for Clarification or Additional Information

During the evaluation process, the Purchasing Administrator or members of the Evaluation Committee may need or be assigned to communicate with respondents for the purpose of clarification to assure full understanding of the proposals and conformance to the solicitation requirements.

d. Shortlist & Ranking of Responders by Evaluation Committee

Depending on the number of responses received, the Town may short-list respondents to facilitate more in-depth analysis of a manageable number of responses. These short-listed respondents may or may not be interviewed by the evaluation committee. The short-listed firms may either:

- i. Be ranked in order of the committee's evaluation of the respondents' experience, qualifications and, in some cases, the quality of their presentation to, or discussions with, the committee.

- ii. Be ranked as a group, all of which are determined to be qualified to perform work for the Town.

In certain circumstances such as where continuing agreements are sought, multiple firms may be determined to be qualified and are placed on a qualified vendors list for the types of services identified in the solicitation.

e. Approval of Ranking and Work Awards

This ranking is presented for approval to the appropriate authority (Commission or Town Manager). Once approved, staff will negotiate a contract with the number one ranked respondent(s) or, failing to reach agreement, with the next ranked respondent and then submit the agreement for execution by the appropriate authority.

D. EXCEPTIONS

Exceptions to these purchasing policies for goods and services that are exempt from the requirement for competitive vendor selection processes are detailed in Section IV of this Purchasing Manual.

E. SOLICITATION PROCESS

1. Specifications

In appropriate circumstances, the specification of goods/services/property to be procured by the Town should be drafted to encourage vendors to propose reasonably comparable alternatives that ensure the Town obtains the best possible price while avoiding terms that are vague or subject to varying interpretations.

The Purchasing Administrator shall strive to assure that all specifications issued by the Town provide for free and open competition among all vendors and preclude lock-in of any vendor or brand, unless items are purchased under approved sole source or sole brand provisions. Any specification may eliminate some vendors or brands if the vendor or brand does not meet the legitimate needs of the Town.

The Purchasing Administrator, Town Manager, or Deputy Town Manager will ensure the solicitation documents include specifications that are well-defined. The user department is responsible for developing specifications, such as bid specifications, scope of service and evaluation criteria. As the prime user, the department is best aware of any special characteristics or any new developments in the field, as well as the technical specifications of the product or service. The Purchasing Administrator may review specifications and make suggestions, such as alternative products, when appropriate.

There are many different types of specifications; however, all specifications regardless of the type must be clear and complete and express the needs of the Town in such a manner that the vendor will have the same understanding as that of the Town in what is required. The following are some of the more common types of specifications:

- a. *Qualified Products or Acceptable Brands List.* These lists are developed only where it is not possible to write specifications adequate to identify the quality and performance required of the goods or services to be purchased. Acceptable brand lists are also used when tests necessary to determine compliance with technical specifications are lengthy, costly or require complicated technical equipment.
- b. *Specification by Brand or Trade Names.* Brand or trade names may be used where brand name products have been found to be superior to others for the purpose intended, or when their composition is secret, unknown or patented. The use of brand names establishes a quality standard but is not intended to limit or eliminate competition. Whenever this method of establishing specifications is used, the specifications should explicitly provide for equivalents. It is incumbent on a vendor offering equivalent goods/services to those specified to document that the goods or services are, in fact, equivalent.
- c. *Specification by Blueprint or Dimension Sheet.* Specifications of construction projects (such as buildings, streets, custom-built cabinets, furniture, machines, or other equipment) should be written to reference the blueprints or dimension sheets prepared by the project's engineer, architect, designer or equivalent. Such specifications shall provide an appropriate method of evaluating all bids, and later of verifying the quality of the construction work or the equipment or fixtures delivered.
- d. *Specifications by Performance, Purpose or Use.* Specifications that include a set of performance criteria for the goods or services required are appropriate as they will provide flexibility for vendors to design products or programs specifically aimed at meeting the purpose or performance standards the Town has established.
- e. *Specification by Identification with Industry Standards.* Specifications will often refer to industry-wide standards or to standards set by other public jurisdictions. Some examples of these would be lumber grading, standards set by the asphalt or concrete industries, or by referencing standard specifications of the Florida Department of Transportation or other State or Federal agencies.

2. State Law Solicitation Requirements Responsible Vendor Determination

- a. Responsible Vendor Determination. *Section 287.05701, Florida Statutes*, prohibits the Town from requesting documentation of or considering a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the Town may not give preference to a vendor based on the vendor's social, political, or ideological interests. Every solicitation issued on or after July 1, 2023, must include the following language:

“RESPONSIBLE VENDOR DETERMINATION”

Respondent is hereby notified that *Section 287.05701, Florida Statutes*, requires that the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. The Town may not give preference to a vendor based on the vendor's social, political, or ideological interests.

- b. Affidavit Regarding Prohibition On Contracting With Entities Of Foreign Countries Of Concern *Section 287.138, Florida Statutes*, prohibits the Town from accepting a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the Town with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the following criteria: (a) The entity is owned by the government of a foreign country of concern; (b) The government of a foreign country of concern has a controlling interest in the entity; or (c) The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

All solicitations for bids, proposals, or replies must include a requirement for the submitting entity to provide an affidavit in accordance with *Section 287.138, Florida Statutes*. The solicitation documents must clearly state that failure to provide the required affidavit will result in disqualification from consideration.

3. Public Notice

Public notice of the ITB, RFP, RFQ or LOI shall be given not less than ten(10) calendar days prior to the date set forth in the notice for the opening of the responses. The Town will publicly advertise the procurement in the manner best suited for the particular commodity or service being acquired and in accordance with State law. Being listed on the Town's website is considered public notice for these purposes. The notice shall state the place, date, and time of the opening of the responses.

When, in the sole discretion of the Town Manager, the available RFP specifications do not promote/permit full and free competition among potential vendors without prior technical evaluation and discussion, a two- step process may be used. In the first step, the Town would issue an RFP to which interested potential vendors

respond with necessary information and/or non-priced technical offers. Then, those potential vendors who are determined by the Town to have submitted technically acceptable offers are invited to submit sealed prices based on their technical offers.

4. Response Submissions

All responses shall be submitted to the Town in sealed envelopes, which shall be clearly identified with the name and number of the solicitation and the respondent's name on the exterior of the envelope and delivered to the Town Clerk's office, or via upload through the Town's electronic procurement provider.

5. Bid/Proposal Bond, Performance Bond

Bid bonds (also known as proposal bonds) may be required in conjunction with responses to guarantee the responders will not withdraw their bids for a specified time period. Should the respondent withdraw their bid, they may be required to forfeit the bond amount.

Bid bonds shall be required for all construction projects when the total contract price is estimated to exceed one hundred thousand dollars \$100,000. In all other cases the Town reserves the right to require a bid or proposal bond when deemed necessary by the Purchasing Administrator. The successful bidder may be required to submit a performance bond in the amount of One Hundred Percent (100%) of the contract amount awarded within ten (10) days after being notified the contract has been awarded.

Bid bonds shall be by cash, a certified or cashier's check, a surety bond or an irrevocable standby letter of credit in an amount not less than five percent (5%) of the amount of response. If a surety bond is provided, the surety company must be authorized to do business as a surety in Florida.

Per *Florida Statutes Section 255.05*, a payment bond and a performance bond with any surety insurer authorized to do business in Florida or prescribed alternative collateral will be required by the Town whenever a contract for the construction of a public building exceeds two hundred thousand dollars (\$200,000).

Additional qualifications for surety bond insurers for certain construction-related consultants are set forth in *Florida Statutes Section 287.0935* and must be complied with, if applicable.

6. Cancellation or Postponement of Response Opening

Any time prior to the bid opening date and time, the Purchasing Administrator may cancel or postpone the bid opening or cancel the bid document in its entirety.

7. Opening of Responses

Responses shall be opened by the Purchasing Administrator/designee at the time and place designated in the public notice. The opening shall be witnessed by the Town Clerk or designee. No late responses shall be accepted or opened if received after the date and time specified in the public notice. All late responses shall be returned unopened to the bidder.

For RFP, RFQ and LOI responses, a list of the names of all responders shall be read aloud by the Purchasing Administrator/designee or the Town Clerk.

All response documents shall become the property of the Town and will not be returned to the responders. When the contract is awarded, all documentation produced as part of the contract shall become the exclusive property of the Town.

For an RFP, RFQ or LOI response, the Purchasing Administrator or designee, may, at the evaluation committee's request and within a reasonable time period after the response opening, request additional or corrective information of the responders concerning his/her responsibility to perform, and the responder may voluntarily, after bid opening, provide additional or corrective information concerning his/her responsibility as a vendor.

It shall be the practice of the Town that ITB submittals shall be publicly opened in the presence of witnesses and read aloud to include the name of the bidder, their city and state, the ITB number, and total price bid.

The Town reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request rebids on required goods or services. The Town also reserves the right to award the contract on such goods or services the Town deems will best serve its interests or to elect not to proceed with procuring the goods/services.

8. Evaluation Process

- a. Bids shall be unconditionally accepted without alteration or correction, except as described below. Bids shall be evaluated based on the requirements set forth in the bid document, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, service, price, completion date, and/or suitability for a particular purpose.
- b. Corrections or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted; provided however, the Purchasing Administrator shall have the authority to waive minor irregularities as provided by law or correct obvious calculation errors.

- c. Those criteria that will affect the bid price and be considered in evaluation for award, excluding cash discounts, shall be objectively measurable, such as trade discounts, transportation costs, and total or life cycle costs. The bid document shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the bid document.
- d. All quotations and proposals must be signed with the vendor name and by an officer or employee having the authority to bind the vendor with that signature. For bids submitted in physical form, any erasures or corrections must be initialed by the bidder in ink and signatures must be original and in ink. Bids shall be typewritten or written with pen and ink.
- e. This signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon authorized approval by the Town. In case of default on the part of the bidder after such acceptance, the Town may take such action as it deems appropriate including legal action for damages or specific performance.
- f. The successful bidder shall NOT assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to same, or any part thereof, without previous consent in writing from the Town.
- g. Bids on individual items must include unit prices as well as total prices. Where a variance exists on the bid form between the unit price and the extension or whenever other discrepancies are noted between prices on the bid form and prices quoted elsewhere in the bid package, the unit price quoted on the bid form shall prevail. Numbers that are spelled out shall have precedence over numerals.
- h. Unless otherwise stated, the quantities or usage shown in the bid document are estimated only. No guarantee or warranty is given or implied by the Town for the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidder information only and will be used for tabulation and presentation of bid and the Town reserves the right to increase or decrease quantities as required.
- i. Bidder warrants by virtue of bidding that prices and terms and conditions in the bid will be firm for acceptance and will not be withdrawn for a period of ninety days (90) from the date of the bid opening or for the period specified in the solicitation document, whichever is greater. Prices shall be firm with no escalator clauses.
- j. The Town is exempt from sales taxes imposed by the State or Federal Government, as provided by law. Exemption certificates will be supplied upon request.

- k. Whenever materials or equipment are specified or described in the bid document by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. The bidder will be required to submit sufficient information to allow the Town to determine that the material or equipment proposed is equivalent to that name. The Town will be the sole judge concerning the merits of proposed material or equipment.
- l. All goods or equipment bids shall comply with all applicable Federal, State and local laws relative thereto including all safety- related items as required by the Federal Occupational Safety and Health Act (OSHA).
- m. Generally, all contracts awarded by the Town shall include the requirement that the successful bidder shall defend actions or claims brought and hold the Town harmless from loss, cost or damage by reason of actual or alleged violations of Federal, State or local law in the design or manufacturing of equipment and/or materials.

9. Award of Contract

Contracts shall be awarded to the lowest, responsive, responsible Bidder. In determining the “lowest responsive, responsible Bidder,” in addition to price, the Town may consider:

- a. The ability, capability and skill of the Bidder to perform the contract or provide the service required. Providing the required service includes, but is not limited to, an adequate amount of insurance coverage as set by the Purchasing Administrator. Documentation of coverage is through the Purchasing Administrator’s acceptance of the Certificate of Insurance.
- b. Whether the Bidder can perform the contract or provide the service promptly or within the time specified, without delay.
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- d. The quality of performance of previous contracts or services with the Town and with other entities.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract to provide the service.

- g. The quality, availability and adaptability of the supplier, or proposed contractual services to the particular use required.
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract and the associated maintenance cost.
- i. The number and scope of conditions attached to the bid or quote.
- j. Bidder's history of default on prior public contracts.
- k. Bidder's history of litigation or arbitration.
- l. Life cycle costs of the equipment or product bid compared to the life cycle cost of equipment or products bid by other Bidders.
- m. Durability of, safety or security of, and warranties for the equipment or product bid or quote compared to those same traits of equipment or products of other Bidders.

A record should be maintained by the Purchasing Administrator of bidding information on materials in regular use. Such records shall include a Bidder's list, specifications, previous quotations and bids received.

Vendors who believe they have been unfairly treated during the formal bidding process may file a complaint with the Town Manager. Complaints shall be submitted in writing within ten (10) days after the aggrieved vendor knows or should have known the facts giving rise thereto. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to Lauderdale-By-The-Sea in an amount equal to ten percent of the contract value, which resulted from an RFP, ITB, LOI or RFQ, but not greater than five thousand dollars (\$5,000). The filing fee shall guarantee the payment of all costs which may be adjudged against the protester in any administrative or court proceeding or in investigating the protest.

The Town Manager or designee shall investigate as far as resources allow and determine the validity of the complaint. If the complaint is not resolved by mutual agreement between the Town and the vendor, the Town Manager or designee shall promptly issue a decision in writing after consulting with the Town Attorney. The decision shall state the reasons for the action taken. A copy of this decision shall be mailed or otherwise furnished immediately to the complainant, and any other party involved.

If a protest is upheld by the Town, the filing fee shall be refunded to the protester.

Following the identification of the lowest responsive, responsible bidder and the resolution of any written vendor protest, the Town Manager shall recommend to the Town Commission that a contract be awarded to the selected vendor.

F. CONSULTANTS' COMPETITIVE NEGOTIATION ACT

Florida Statutes Section 287.055, known as the Consultants' Competitive Negotiation Act (CCNA), sets forth requirements and specific procedures for the procurement and contracting of professional architectural, engineering, landscape architectural, and registered surveying and mapping services. The CCNA establishes a three-phase qualifications-based process for procuring professional services: Phase 1 – Public announcement and qualification; Phase 2 – Competitive selection; and Phase 3 – Competitive negotiation. The Town is required to comply with the CCNA process for each occasion when the professional services must be purchased for (i) a construction project estimated to cost more than \$325,000, or (ii) a design/planning or study activity where the fee for professional services is more than \$35,000.

If the Town seeks to pre-qualify and retain professional services on a continuing basis for a series of projects, the Town may enter into a continuing contract pursuant to the procedures set forth in the CCNA. The CCNA authorizes the use of continuing contracts, defined as ~~contracts for professional services entered into in accordance with all the procedures of the CCNA between the Town and a firm whereby the firm provides professional services to the agency (i) for construction projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, (ii) for procuring a study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, or (iii) for work of a specified nature as outlined in the contract required by the agency. A continuing contract may be for a fixed term or with no time limitation and must provide a termination clause.~~ a contract for any of the following:

a. Professional services entered into in accordance with all the procedures of the CCNA between the Town and a firm whereby the firm provides professional services to the Town for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million. Beginning July 1, 2025, and each July 1 thereafter, the Department of Management Services shall adjust the maximum amount allowed on the preceding June 30 for each individual project in a continuing contract by using the change in the June-to-June Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor. The department shall publish the adjusted amount on its website;

b. Study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000; or

c. Work of a specified nature as outlined in the contract required by the Town, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

The CCNA prohibits firms providing professional services under continuing contracts from being required to bid against one another.

The Town's purchasing policy shall automatically be modified to reflect any amendments made to *Florida Statutes Section 287.055* and the purchasing thresholds set forth in *Florida Statutes Section 287.017*.

Purchases of professional services covered by the Consultants' Competitive Negotiation Act must be made from vendors approved by the Town Commission after the following actions take place:

1. Issuing an RFQ without requesting a price quote.
2. The RFQ solicitation shall be placed on the Town's website and advertised in the manner best suited for the particular commodity or service being acquired or procured. The RFQ must include a general description of the project and must indicate how interested consultants may apply for consideration.
3. The Town conducts discussions with no fewer than three vendors or pre-qualified vendors from a library of continuing services contracts regarding their qualifications, approach to the project, and ability to furnish the required services and the appropriate vendors are certified by the Town as qualified to perform the requested services.
4. Selection, in ranked order, of at least three qualified vendors (provided the Town has received responses from three vendors) using current qualifications and performance data (other than price) obtained from each vendor in response to the RFQ document (or drawn from the library of continuing services contracts), subsequent discussions and/or formal presentations if required.
5. Fee negotiations in ranked order, with the most qualified firms at compensation which the Town determines is fair, competitive, and reasonable. Alternatively, at the discretion of the Town Manager, the Town may obtain, on a cost reimbursement basis, the assistance of the Florida Department of Transportation or the Florida Department of Management Services in selecting and/or negotiating contracts with consultants covered by the Consultant's Competitive Negotiation Act.

G. SELECTION OF AUDITORS

Acquisition of financial auditing services to satisfy the annual financial audit requirements of *Florida Statutes Section 218.39* must be made in compliance with the provisions of *Florida Statutes Section 218.391*, which require that RFPs for such audit services be publicly announced and the responsive proposals evaluated and ranked by an audit committee prior to Town Commission selection of an auditor and approval of a contract.

H. PURCHASING DOCUMENTATION

1. Documenting a Purchase Request

After obtaining the required pricing information described above, the department director making the purchase shall provide to the Purchasing Administrator documentation of the quotes or bids received, a recommendation on which vendor is recommended and an explanation of any reasons why the lowest bid was not selected, and other information needed to complete the purchase such as the quantity, quality, price, delivery time/location, of goods, property, and/or services to be acquired and the budgeted account to be charged. The documentation should also detail other conditions of the procurement, such as service, warranty, and payment terms, and indicate that all applicable procurement requirements have been followed. It is the responsibility of the Town department to submit the purchase request sufficiently in advance of the date the goods/services are needed to allow for its timely review, approval and processing.

2. Purchase Orders

After the Town Finance Director has verified the availability of budgeted funds for the procurement and has verified that the procurement is being made in accordance with the policies prescribed in this manual, the Purchasing Administrator will generate a numbered Purchase Order for purchases in excess of \$12,500. The Purchase Order must be signed by the Purchasing Administrator and the management official who is authorized by Section III, Paragraph B-2 to approve that level of expenditure. In the event that the Purchasing Administrator is not available, Purchase Orders may be signed by the Town Manager.

The issuance of purchase orders by unauthorized individuals will not be recognized by the Town and payment of these obligations will not be approved.

The Purchasing Administrator will keep copies of all issued Purchase Orders.

It is preferred that purchase orders establish a venue for enforcement in Broward County Florida.

I. PROCUREMENTS UTILIZING LAW ENFORCEMENT TRUST FUNDS (LETF)

All purchases to be paid for utilizing LETF must comply with *Florida Statutes Section 932.7055* and must be approved in advance by the Police Chief and the Town Commission.

A copy of the Town Commission approval must be maintained by the Purchasing Administrator. LETF expenditures are restricted by *Florida Statutes Section 932.7055* to school resource officer, crime prevention, safe neighborhood, drug abuse education, drug

prevention, drug treatment, complex/protracted investigation cost, additional police equipment/expertise, or federal grant matching purposes.

J. CONTRACT ADMINISTRATION

1. Contract Compliance

After the award of any contract, the Town department using the property/goods/services, or in some cases the construction Project Manager, will ensure that both the Town and the vendor are in compliance with all terms and conditions of the contract including maintaining current insurance certificates. The procuring department will maintain a written record of the vendor's performance relating to contract requirements.

In cases where the vendor does not adhere to delivery and specifications or is in technical breach of a contract, the procuring department must attempt to rectify the situation with the vendor and maintain written record of these attempts. This written record should contain specific instances of non-compliance with contract requirements and a time frame for resolution of the issues involved as well as any change orders. The department shall provide copies of all non-compliance correspondence and records to the Purchasing Administrator.

In cases where the procuring department is unable to rectify a breach of contract with the vendor, the matter shall be turned over to the Purchasing Administrator along with all documents for resolution which may include, but not be limited to recommending to the Town Manager that the contract be canceled; suspension or debarment of the vendor; or institution of appropriate legal action through the Town Attorney.

2. Change Orders

- a. When circumstances arise that necessitate modifying a vendor's existing contract, a contractual change order may be used provided:
 - i. The changes do not substantially alter the character of the work contracted for and do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonable and conscientiously be viewed as being in fulfillment of the original scope of the contract.
 - ii. Further, such changes when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

- b. Town Manager Approval. The Town Manager or designee is authorized to approve the following types of change orders determined in his/her judgment to be in the best interest of the Town, as follows:
 - i. A change order decreasing the cost of the contract to the Town. Should the decreased cost materially alter the character of the work contemplated by the contract, the nature and impact of the revision on the original character of the work under contract shall be documented in writing and signed by the vendor and the Town Manager.
 - ii. Change orders increasing the cost of the contract by a cumulative amount not to exceed twenty-five thousand dollars (\$25,000) or 10% of the contract amount, whichever is greater or specifically authorized by the Town Commission to be within the Town Manager's change order approval authority at the time the original contract was approved by the Town Commission; provided that an appropriation exists within the project account sufficient to pay the amount of the change order.
 - iii. Change orders that do not affect the price of the contract.
- c. Town Commission Approval. Except for change orders authorized to be approved by the Town Manager as provided for in Section III (L)(2)(b) above, all other change orders must be formally approved by the Town Commission before work may be authorized to begin, and no claim against the Town for extra work in furtherance of such change order shall be allowed unless said prior approval has been obtained or the original contract with the vendor provides otherwise.

3. Receipt of Goods and Invoice Payment

When a Town department receives a shipment of goods that have been ordered, an inspection of the contents should be conducted to ensure that the item(s) received match what was ordered, and that it is in satisfactory condition.

An invoice, bill of lading, or packing slip should be included with the shipment and, after inspection, the department opening the shipment should mark the document "received" with the date and signature of the person inspecting the shipment. If any damage to the shipment is detected, this should be noted on the receiving slip. Damaged merchandise should generally not be accepted, and it is the responsibility of the procuring department to resolve damage claims.

All invoices from vendors should be sent directly to the Town's Finance Department by the vendor. If a procuring department receives an invoice and that invoice identically matches the amount of a purchase order, that department should note whether the goods have been received, and whether payment can be made against the specified purchase order number. Then the invoice should be sent

directly to the Town's Finance Department with the signature of the department Head indicating the invoice is authorized for payment by that department Head.

The timeliness of processing invoices may affect the relationship between the Town and its vendors. The Town must process, complete and correct invoices within 30 days of receipt (20 days in the case of construction services). Per *Florida Statutes 218.70*, Local Government Prompt Payment Act. Invoices should contain the following basic information:

- Purchase order number (if applicable);
- Itemized listing of materials or services rendered;
- Quantity of each item;
- Unit price with extensions;
- Discount terms if applicable; and
- Services provided, including hours and billing rates where applicable.

When partial shipment is made on an order, any item appearing on the vendor's packing slip and/or invoice that was not received, should be struck out or marked back order (B/O) before signing as the receiver of the goods so listed. In short, a signature should be given to the vendor only for goods actually received.

4. Renewal Options or Contract Extension

Once a contract has been approved by the Town Commission, the Town Manager may exercise any extension or renewal options included in that contract, provided that the terms and conditions of the extension or renewal are consistent with the terms and conditions of the contract approved by the Town Commission.

The Town Manager may exercise any extension or renewal options included in any contract that was originally approved by the Town Manager and continues to be within the Town Manager's purchasing authority.

5. Temporary Extension of Contracts

At the discretion of the Town Manager, existing contracts may be extended beyond their specified expiration date for a period of up to one hundred and fifty (150) days for operational purposes if such extension is deemed by the Town Manager to be in the best interest of the Town.

Extensions beyond one hundred and fifty (150) days require the approval of the Town Commission.

6. Required Contract Provisions for All Contracts, Renewals, or Extensions

a. Affidavit attesting to noncoercive conduct for labor or services.

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

b. Affidavit regarding prohibition on contracting with entities of foreign countries of concern.

Pursuant to Section 287.138, Florida Statutes, the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. An affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

c. Employment verification.

Pursuant to Section 448.095, Florida Statutes, the Town must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The Town or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

K. INVENTORY/WAREHOUSE

At the discretion of the Town Manager, the Town may procure and maintain an inventory of items used on a repeat or continuing basis by one or more departments. Any such items inventoried by the Town will be purchased, warehoused, and distributed in accordance with procedures established by the Finance Director. Inventory records shall be maintained by an inventory custodian designated by the Finance Director.

L. CONSTRUCTION PROJECTS

1. If the cost of a purchase related to the construction, demolition, renovation, modification, or repair of any public facility, utility, building, or land exceeds twenty-five thousand dollars (\$25,000) then the requirements for formal competitive selection apply unless waived by the Town Commission or superseded by the special construction procurement requirements in state law.

2. The Town will comply with all state statutes applicable to Town construction projects, including, but not limited to, the following:

	<i>Fla. Statute</i>	<i>Subject</i>
i.	255.04	Preference to home industries in building public buildings. Preference shall be given, in the purchase of material and in letter contractors for the construction of such building, to materialmen, contractors, builders, architects, and laborers residing in Florida when constructing any public administrative or institutional building provided: • there is no increase in cost resulting from the preference, and • the quality of materials proposed for purchase as well as the qualifications, character, responsibility, and fitness of resident vendors is comparable to non- resident materials and/or vendors.
ii.	255.20	Local bids and contracts for public construction works; specification of state- produced lumber. Anytime a construction project is estimated to cost more than the statutory minimums, the solicitation of bids/proposals must be publicly advertised at least once in a newspaper of general circulation in Broward County prior to the established bid opening and prior to any scheduled pre-bid conference.
iii.	255.21	Provide special facilities for physically disabled access. Any building or facility intended for use by the general public which is contracted, altered, or operated as a lessee by the Town shall provide the special facilities for physically disabled access specified in Part V of Chapter 553.
iv.	255.40	Use of asbestos in new public buildings or buildings newly constructed for lease to governmental entities is prohibited in any building, construction of which is commenced after September 30, 1983, which is financed with public funds or is constructed for the express purpose of being leased to any governmental entity.

	<i>Fla. Statute</i>	<i>Subject</i>
v.	218.73	Within 30 calendar days after reaching the earlier of substantial completion or beneficial occupancy, the Town and the contractor will inspect the work and develop a punch list covering those items required to render complete, satisfactory, and acceptable the construction services purchased by the Town. The punch list will include a schedule of values that provides the estimated cost to complete each item on the punch list. If the Town and contractor are unable to agree on an item or value, the Town has final discretion whether to include an item and the amount for valuation of the cost to complete each item on the punch list. Within 20 business days after the creation of the punch list, the remaining contract balance, including retainage, will be paid to the contractor less an amount equal to 150 percent of the cost to complete the items on the punch list. Upon reaching final acceptance for an item or all items, the 150 percent withheld for each item will be released with final payment. For projects valued at \$10 million or more, the 30-calendar day period may be extended to 45 days.
vi.	255.0992	<u>Public works projects; prohibited governmental actions.</u> <u>Except as required by federal or state law, the Town may not take the following actions in contracts for a public works project:</u> • <u>Prevent qualified contractors, subcontractors, or material suppliers from participating in the bidding process based on their geographic location or the residence of their employees. However, this does not apply if the project is funded solely by the municipality.</u> • <u>Require that such contractors, subcontractors, or material suppliers: (1) Pay employees a predetermined amount of wages or prescribe any wage rate; (2) Provide employees a specified type, amount, or rate of employee benefits; (3) Control, limit, or expand staffing; or (4) Recruit, train, or hire employees from a designated, restricted, or single source.</u> • <u>Prevent qualified contractors, subcontractors, or suppliers from receiving information about public works opportunities or submitting bids, as long as they meet state or local qualifications.</u> <u>The term “Public works project” means an activity that is paid for with any local or state-appropriated funds and that consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any political subdivision.</u>

3. *Section 255.0525 - Advertisements.*

Under *Florida Statutes Section 255.0525*, anytime a construction project is estimated to cost more than two hundred thousand dollars (\$200,000), the solicitation of bids/proposals must be publicly advertised at least once in a newspaper of general circulation in Broward County at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Construction projects estimated to cost more than five hundred thousand dollars (\$500,000), the public advertisement must be publicly advertised at least once in a newspaper of general circulation in Broward County at least 30 days before the established bid opening and at least 5 days prior to any scheduled prebid conference. In cases of emergency, the procedures required by *Section 255.0525* may be altered by the Town in any manner that is reasonable under emergency circumstances.

For purposes of *Section 255.0525* only, the term “emergency” is defined as an unexpected event resulting in an interruption in delivery of an essential government service or an immediate danger to either public health/safety or loss of public/private property.

If *Florida Statutes Section 255.0525* is amended to modify the dollar thresholds for advertising, to allow for other forms of advertising, or eliminates or otherwise modifies this requirement, the Town’s purchasing policy shall automatically be considered to be modified to track the statutory provisions.

4. *Section 255.20. Formal Competitive Process.*

- a. Unless specifically exempted below, *Florida Statutes Section 255.20* requires the use of a formal bidding process as previously described whenever the estimated cost of a Town project to construct/improve a public building, structure, or other public work exceeds three hundred thousand dollars (\$300,000) in total, or exceeds seventy-five thousand dollars (\$75,000) in electrical work specifically. The Town’s purchasing policy shall automatically be considered to have been adjusted to reflect Consumer Price Index adjustments to the three-hundred thousand dollars (\$300,000) total cost and seventy-five thousand dollars (\$75,000) electrical cost thresholds provided for in *Florida Statutes Section 255.20*.
- b. All contractors selected for construction projects must be appropriately licensed.
- c. The estimated cost of the project includes all non-inmate labor as well as the cost of all equipment and materials to be used in the project.

- d. If the construction/improvement project relates to a road, bridge, street, highway, or railroad, and is estimated to cost more than two hundred fifty thousand dollars (\$250,000), the Town may:
 - i. Require that interested vendors be certified or qualified to perform such work by publishing a public notice that includes the qualification criteria in the advertisement.
 - ii. Disqualify the bid/proposal of any contractor that is ten percent (10%) or more behind on completing an approved progress schedule for the Town at the time of the RFP/bid advertisement unless FDOT considers the contractor pre-qualified and eligible.
- e. The requirements of *Florida Statutes Section 255.20* do NOT apply to:
 - i. Projects that have been through the formal bidding process without receiving any responsive bids or proposals.
 - ii. Projects involving repair or maintenance of an existing public facility.
 - iii. Projects using appropriately licensed Town employees to perform the work (after holding any required public hearing).
 - iv. Projects undertaken exclusively as part of a public educational program.
 - v. Projects whose funding source will be disqualified or lost because the formal bidding process will take longer than the time within which the funding source must be spent.
 - vi. Projects where the successful bidder has either abandoned the job before completion or been terminated by the Town.

NOTE: The dollar amounts listed in this Section III(N) that are set by state statutes may change over time (higher or lower). Staff has the responsibility to confirm the correct and appropriate amount before proceeding with a purchase.

SECTION IV – EXCEPTIONS TO GENERAL PURCHASING POLICIES

To the extent described below, and except as otherwise provided by state law, the following types of purchases are not required to comply with the General Purchasing Policies set forth in Section III of the Purchasing Manual. These purchases, while not subject to the competitive procurement requirements, are still subject to approval by the individuals authorized to approve purchases at various dollar thresholds as outlined in Section III.

A. SOLE SOURCE PROCUREMENT

Subject to written justification by the ordering department, the concurrence of the Purchasing Administrator, and the advanced approval of the Town Manager or his or her designee, non-emergency Sole Source Procurement may be awarded for a supply, service or construction item costing up to twenty-five thousand dollars (\$ 25,000) without competition when it is determined that there is only one source available (e.g. repairs or additions from the original equipment manufacturer, only supplier in the area, franchised or licensed distributor or service, patented or proprietary item), or by negotiation where the procurement by competitive procedures is not feasible (e.g. specifications cannot be clearly drawn) nor practical (e.g. bids were solicited but no responsive bid was received from a responsible bidder).

Personal preference or convenience in the absence of identifiable offsetting cost savings are not sufficient reasons for spending public funds under non-competitive conditions. Each sole source procurement must be justified in writing by the Town official/employee seeking to make a sole source procurement, and, in the case of construction/modification/alteration/repair of any publicly owned facility, recommended in writing by the project architect/engineer (per *Florida Statutes Section 255.04*). Where standardization is determined to be desirable by the Department Director or Purchasing Administrator, the purchase of goods and services may be by negotiation with the written approval of the Town Manager. If (a) items were purchased under a competitive quote process previously, (b) additional or replacement items are being purchased and there is an aesthetic or standardization need for identical items to be utilized and (c) those identical items are only available from that same source, the purchase may be considered a sole source purchase for aesthetic or standardization reasons.

Non-emergency sole source procurements costing more than twenty-five thousand dollars (\$25,000) must be approved in advance by the Town Commission. Purchases may not be artificially divided for the purpose of avoiding Town Commission approval.

B. EMERGENCY PROCUREMENTS

The Town Manager may make emergency procurements of budgeted commodities or contractual services even if the cost exceeds twenty-five thousand dollars (\$25,000) when there exists any level of emergency under the Town's current Comprehensive Emergency Operations Plan or a clear and present threat to public health, property, welfare, safety or other substantial loss to the Town, provided, however that such emergency

procurements shall be made with such competition as is practicable under the circumstances. In cases of emergency, as defined in *Section 255.0525, Florida Statutes*, the procedures required by *Section 255.0525* for construction projects which are estimated to cost more than the statutory minimums, may be altered by the Town in any manner that is reasonable under the emergency circumstances.

A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of the emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the commodity or contractual service procured under this contract, contractor invoices/receipts and the number of the purchase order, if any.

In order to maximize the recovery of Town funds, emergency procurements for which insurance, federal and/or state (e.g. FEMA) reimbursement is anticipated should comply with the current insurance policy or federal/state program procurement requirements (e.g. 44 CFR Parts 13 and 206). Unless otherwise directed by the Town Manager, all emergency procurements shall be reviewed for reimbursement eligibility sufficiency by the Purchasing Administrator prior to the execution of an emergency procurement.

The Town Commission shall be notified of such emergency procurements in excess of twenty-five thousand dollars (\$25,000) at the first Town Commission meeting held after the emergency procurement.

In any event, any increase over the original amount of an emergency procurement reported to the Town Commission exceeding ten percent (10%) must be reported to the Town Commission to be noted for the record.

C. GRANTS

In any situation where compliance with the Town's General Purchasing Policy will place the Town in conflict with the terms of any grant, the Town shall comply with such grant requirements which are mandatorily applicable and which are either not reflected in the General Purchasing Policies or are contrary to provisions of the General Purchasing Policies. This includes, but is not limited to, Federal Emergency Management Agency (FEMA) disaster recovery assistance per 44 CFR Parts 13 and 206.

D. PROFESSIONAL SERVICES

Subject to compliance with applicable state law, professional services in amounts that exceed twenty-five thousand dollars (\$25,000) may be exempted from the competitive procurement requirements by the Town Commission upon a finding that such procurement is in the best interest of the Town.

At the discretion of the Town Manager, contracts for professional services are exempt from the competitive procurement requirements in amounts up to twenty-five thousand dollars (\$25,000).

Any applicable state law, such as the auditor selection procedures (*Florida Statutes Section 218.391*) and *Florida Statutes Section 287.055* (The Consultants' Competitive Negotiation Act), shall be followed if the services being acquired are of a nature and amount that would cause them to be subject to those statutory provisions.

The Town Manager is authorized to enter into multiple awards, open-end, fixed, or any other legal contracts for professional services not covered by *Florida Statutes Section 218.391* or *Florida Statutes Section 287.055* (Consultants' Competitive Negotiation Act) by issuing purchase orders to vendors with continuing budgeted contracts approved by the Town Commission.

E. COOPERATIVE PURCHASING (PIGGYBACKING)

1. All purchases of commodities or services under the provisions of federal, state, or a state's political subdivisions' purchasing contracts shall be exempt from the requirements of Section III, provided that the following criteria are all satisfied:
 - a. The terms and conditions of the original contract (including any user surcharge pursuant to *Florida Statutes Sections 287.056 and 287.1345*) are satisfactory to the Town.
 - b. The original contract is current and resulted from a competitive vendor selection process.
 - c. The Department Director or Purchasing Administrator has conducted a market survey to determine if the prices of the original contract are fair and reasonable.
 - d. The Town Commission authorizes such procurement when the cost of the commodities or services exceeds the Town Manager's purchasing authority.
 - e. In utilizing other agencies' contracts, the Town may order lesser quantities than provided in the contract on which the Town is piggybacking as long as the unit cost is the same or less than it was in the original contract. Likewise, the Town can negotiate with the vendor a cost lower than that in the contract being piggy-backed in the event that the amount of work that would need to be done in a smaller municipality such as the Town is reasonably assumed to be less than required for a larger city or organization.

- f. The Town may exercise any extension options provided in the original contract when utilizing other government agencies' contracts even if the other government agency with the original contract does not exercise the extension option.
2. The Town may procure goods and services via contracts that result from the Town's participation in cooperative purchasing groups with other governmental agencies or the Town's use of contracts from state or national cooperative purchasing networks that awarded contracts through open competition.

F. TRAVEL, MEALS AND ENTERTAINMENT

At the discretion of the Town Manager or designee, the Town will pay for the following reasonable and necessary expenses associated with travel and transportation resulting from an employee's or other authorized person's attendance at any meeting, seminar, conference or convention which has been properly approved as having a demonstrated benefit to the Town.

Payments made under this policy are subject to the following limitations and restrictions:

1. **Airfare** is restricted to exclude the cost of first or business class fare. Reservations should be made as far in advance as possible to allow for the lowest possible fare. Quotes for fares shall be obtained from at least three airlines. The lowest fare with a reasonable travel time should be selected.

It is not permissible to select a higher fare ticket because the traveler has a loyalty affiliation with a particular carrier. If the traveler wishes to utilize an airline with which they have a loyalty affiliation, they must reimburse the Town the difference between that fare and the lowest fare available on other airlines with a reasonable travel schedule.

The fare search results from an on-line travel website that displays multiple airlines fares should be printed and submitted with the request for travel expense reimbursement. If the traveler booked an airfare that was higher than was reasonable given the alternatives, they shall only be reimbursed for the lowest fare that was available with a reasonable travel time. The Town Manager or Deputy Town Manager shall make the determination on what is a "reasonable travel time" in such cases.

2. **Automobiles** may be rented for remote, extended or emergency travel, subject to the following:
 - a. The location of the meeting, seminar, conference, or convention is different than that of the lodging accommodations, or

- b. The rental of the automobile is less expensive than other forms of transportation between the lodging and meeting place plus the cost of transport to and from the airport, or
 - c. Rental car tariffs under the state contract must be consulted and used if they are lower than rates that can be attained through other sources.
- 3. **Insurance** is not an allowable expense unless approved in advance of the trip by the Purchasing Administrator.
- 4. **Parking and toll** reimbursement will be allowed provided that the costs are documented and reasonable. Parking at airport or near-airport parking lots will be reimbursed only if the total cost is less than the cost of taxi fare to and from the traveler's home. Transfers from airport to hotel will be reimbursed if submitted upon return from the trip with a receipt.
- 5. **Registration** payments will be made directly by the Town or reimbursed to the employee. Registration fees that exceed the advanced registration fees must be approved by the Town Manager.
- 6. **Meals** for other than local travel (Dade, Broward and Palm Beach counties) will be paid in accordance with the prevailing per diem established by the Internal Revenue Code Continental U.S. rate for meals and incidental expenses, if receipts are not submitted, reduced proportionately for partial days or meals provided through registration of airfare. Such payment is inclusive of all meal-related expenses including non-alcoholic drinks, and tips. The Town Manager can approve additional expenditures substantiated by receipts when the expenditures have a demonstrated benefit to the Town.

Per Diem amounts paid will be reduced by one-third if the employee begins travel after 9:00 a.m. and/or ends travel before 6:00 p.m. Additionally, all meals otherwise provided in the room rate or in the conference registration fees or prepaid by the Town, exclusive of continental breakfasts, will reduce per diem payments.

Employees will not be entitled to any meal reimbursement for local travel except for meals at professional association meetings (Dade, Broward and Palm Beach counties) unless the employee attended to other business during the time of the pre-paid meal and the Town Manager approves that exception.

- 7. **Lodging** for traveling employees will be reimbursed for the conference or seminar hotel or, in the case of travel not associated with a seminar or conference, at a mid-range priced hotel near the site where the Town's business is being conducted. All reasonable efforts shall be made to have the hotel honor the Town's tax-exempt status.

8. **Mileage** reimbursement payments to employees who use their personal vehicle for local travel (Dade, Broward and Palm Beach) will be made at the amounts and limits set by the Internal Revenue Code of the United States of America unless the employee is assigned a Town vehicle or is paid an automobile allowance. The cost of gasoline for a Town vehicle will be reimbursed upon presentation of receipts. Employees who are provided an automobile allowance may not also use a Town vehicle for travel or transportation purposes except under circumstances approved by the Town Manager. Employees seeking payment for use of their personal vehicle must submit a properly completed Claim for Mileage Reimbursement form to the Purchasing Administrator.
9. **Tips.** Employees may be reimbursed for small, customary tips for assistance with luggage or hotel services etc. without being required to provide a receipt.
10. **A Travel Expense Statement** must be completed before and/or after attending meetings, seminars, conferences, and conventions, as documentation for all related travel and transportation costs as well as the costs of registration. The Travel Expense Statement must be submitted for approval to the Purchasing Administrator within two (2) weeks of return for all types of travel.

Travelers who fail to submit the Travel Reimbursement Form will be responsible for all costs advanced for the travel. Receipts for all expenses for which the employee is seeking reimbursement, or was advanced funds for travel, must be attached to the Travel Expense Statement. Any incomplete form will be returned by the Purchasing Administrator to the originating department for correction.

It is the responsibility of the originating department to make sure all paperwork is properly submitted in sufficient time to allow for all approvals and to allow the Finance Department adequate time to prepare advance checks for the traveler.

If an employee who was advanced funds for travel does not submit receipts documenting the expenditure of those funds in compliance with these policies, the employee will be required to reimburse the Town for funds not documented in a properly submitted travel expense report.

G. PURCHASING CARD (P Card)

The Purchasing Card Program is subject to such policy adopted by the Town Commission and is incorporated herein by reference.

H. EXEMPT ITEMS

The following types of expenditures are not subject to the provisions of Section III of this Purchasing Manual and do not require the use of a Purchase Requisition or Purchase Order.

1. Budgeted utility bills for electricity, natural gas, telephone, water, sewer, or garbage/trash collection.
2. Health-related insurance must be competitively bid per *Section 112.08, Florida Statutes* and extensions shall be as provided for in the contract that results from the bid.
3. Property, liability, automobile, or workers' compensation insurance premiums can be extended with increases of no more than 5% per year without being rebid, but competitive quotes for these insurance policies should be obtained at a minimum of every three years.
4. Budgeted payments of principal and interest or lease obligations originally approved by the Town Commission. Budgeted pension contributions and deferred compensation contributions. Unemployment compensation billings from the State of Florida.
5. Remittance of taxes or fees collected on behalf of other governmental entities. Purchase of investment instruments that are made in accord with the Town's investment policy.
6. Budgeted services that involve special skills, ability, training, or expertise of a unique, original or creative nature (such as musicians, performers, speakers).
7. Legal services.
8. Payments made under order of a court determined by the Town Attorney to have competent jurisdiction, or settlements of legal claims where the Town Manager deems it is more cost-effective to settle such claims than to incur the legal costs and time inherent in defending the Town. However, such settlements are subject to the approval thresholds set out in Section III by dollar amounts.
9. Advertising costs. This includes, but is not limited to, advertising for procurements, legal notices, recruitment of staff, special events, and the cost of advertising to market the Town.
10. Contracts for grants, services, goods or shared services with other governmental entities or not-for-profit organizations provided that the prices being paid for such goods or services are reasonable and competitive with the marketplace, or that such contracts assure security or continuity of service that is deemed essential, or when services are needed on a temporary basis and does not warrant the cost to go through a formal procurement effort.
11. Use of temporary service providers or independent contractors to fill vacant, budgeted staff positions provided that funds are budgeted to cover these expenses.

12. Payments made to non-profit organizations authorized by the Town Commission.

I. OPEN/BLANKET PURCHASE ORDERS

Open/blanket purchase orders may be issued by the Purchasing Administrator only for recurring budgeted procurement of indefinite unspecified types, quantities, and/or unit costs of goods or services from a specified vendor within the current fiscal year on an “as needed” basis. However, individual open/blanket purchase orders for more than three thousand dollars (\$3,000) are subject to the required documentation and thresholds. Also, recurring budgeted procurements of similar goods or services during each fiscal year shall be aggregated for the purpose of applying the purchase approval requirements.

J. REAL ESTATE ACQUISITION

The purchase of real property is governed by *Florida Statutes Section 166.045*, as amended from time to time.

The following land acquisition procedures shall be employed whenever the Town seeks to acquire, by purchase, any real property.

1. Prior to initiating any negotiations for the acquisition of any real property with the property owner, the Town shall obtain a written appraisal performed by a state certified real estate appraiser with an MAI designation. Two (2) appraisals are required when the value of the first appraisal exceeds five hundred thousand dollars (\$500,000). Appraisers selected to appraise real property pursuant to this Section shall submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property that is the subject of the appraisal.
2. Appraisal reports, offers and counter-offers are exempt from the provisions of *Florida Statutes Section 119.07(1)* (Public Records Law) for a period of time as provided in *Florida Statutes Section 166.045*, as amended from time to time.
3. No negotiations may be commenced or offer, or counteroffer made by the Town for the acquisition by purchase of real property without prior authorization of the Town Commission.
4. Upon commencement of negotiations, the Town shall inform the property owner, in writing, that all agreements for the purchase of real property are subject to approval by the Town Commission.
5. Any agreement by the Town to purchase real property shall be submitted to the Town Commission for approval at a public meeting after thirty (30) days public notice. Notice of the proposed purchase of real property shall be published in a newspaper of general circulation in the Town.

6. Evidence of marketable title in the form of (i) the property owner's existing title insurance policy or (ii) a title search with title opinion from the property owner's attorney shall be provided to the Town, by the property owner at the property owner's expense, not later than five (5) business days after the execution of the purchase and sale agreement.
7. If the agreed purchase price exceeds the average appraised price of the two appraisals, the governing body is required to approve the purchase by a majority-plus one vote of the Town Commission. (See Section 166.045(1)(b), Fla. Stat.).
8. In order to prevent the premature disclosure of the Town's interest in acquiring a specific parcel of real estate, the Town Manager may expend up to thirty thousand dollars (\$30,000) on related appraisals, and environmental studies without Town Commission approval.

K. LEASING TOWN-OWNED REAL PROPERTY

The Town shall have a market analysis done of prevailing market lease rates for like or similar property in advance of leasing Town-owned property, when such lease shall be for a period of two years or more. The Town is not obligated to attain those market rates in the lease, but the market lease rate analysis shall be provided to the Town Commission at a public meeting at which the proposed lease is presented for approval.

Sidewalk café leases, encroachment agreements, and parking space leases are exempt from this requirement.

L. WAIVER OF PURCHASING PROCEDURES

The Town Commission may waive Town purchasing requirements when they find that an alternative purchasing method is in the best interest of the Town.

SECTION V – ASSET DISPOSAL

A. CONFISCATED, UNCLAIMED OR ABANDONED PROPERTY

Unless Florida Statutes or grant agreements provide otherwise (e.g. property subject to *Florida Statutes Chapter 717*), all confiscated, unclaimed, or abandoned property coming into the possession of the Town, or any property other than real property (improved or unimproved) owned by the Town which has become obsolete or which the Town has no need of, shall be disposed of in whichever of the following ways is determined by the Town Manager or designee to be in the best interest of the Town.

1. Transfer to another governmental or non-profit entity with the approval of the Town Commission.
2. Trade-in on new property.
3. Sale at a public auction conducted by a qualified auctioneer.
 - a. In the event of a physical, public auction, the Purchasing Administrator shall ensure procedures are established to assure disposal of the auctioned property and to provide an accounting of the auction results.
 - b. The Town Clerk shall advertise the date, time, and location of the physical, public auction at least ten (10) days in advance of the auction date. The advertisement may be made on the Town website, through flyers or mailings, or through a newspaper advertisement or a combination of those methods. The value of the equipment and property to auction shall be considered in determining the extent and methods of advertising to be employed.
 - c. The Purchasing Administrator or designee must be present at the auction during the sale of Town property, except in the case of an internet auction.
 - d. The contract with the auctioneer shall require that the auctioneer shall make payment to the Town within fifteen (15) days from the date the auction is held. In addition to the payment, the auctioneer shall provide the Town with sales receipts showing tag number, sale price and to whom each item was sold.
4. The Purchasing Administrator shall research and utilize online auctions as an option for disposal of Town property excluding real property, where appropriate. Town staff shall make some assessment of the value of the property to be auctioned prior to the online auction and set a minimum bid price.

B. REAL PROPERTY

The following bidding procedures shall be employed whenever the Town seeks to sell and convey any real property belonging to the Town.

1. Prior to advertising for bids on Town-owned real property, the Town shall obtain at least one written appraisal performed by a state certified real estate appraiser with an MAI designation. Appraisers selected to appraise real property pursuant to this Section shall, prior to contracting with the Town for appraisal services, submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property which is the subject of the appraisal.
2. Public notice of the invitation to bid calling for bids for the purchase of the subject real property shall be published once a week for at least two (2) weeks in a newspaper of general Broward County circulation.
3. The contract for purchase shall be awarded to the highest bidder whose bid meets the requirements and criteria set forth in the invitation to bid and instructions to bidders unless the Town Commission rejects all bids because they are too low.
4. Bid security shall be required for all bids for the purchase of Town-owned real property in an amount equal to ten percent (10%) of the highest appraisal value of the property.
5. Disposal of the Town-owned El Prado property is subject to the restrictions contained in Section 7.2 of the Town Charter.

C. DISPOSAL OF SURPLUS, OBSOLETE, OR DAMAGED EQUIPMENT

1. The Town Manager or designee shall determine whether equipment is surplus, obsolete, or damaged, and shall determine the method of disposing of such equipment.
2. Town staff may discard surplus, obsolete, or damaged equipment that has an estimated auction value of less than \$50.
3. Town staff may sell metal and other items that have recyclable value to scrap metal dealers, scrap electronics dealers, etc., after verifying and documenting that the price being paid is competitive with the prevailing local market rates.
4. Such equipment may be transferred to another governmental or non-profit entity with the approval of the Town Commission.
5. Such equipment may be used as a trade-in on new equipment.

6. Such equipment can be sold at a public auction conducted by a qualified auctioneer.
 - a. In the event of a physical, public auction, the Purchasing Administrator shall establish procedures to assure control of the property to be auctioned and provide an accounting of the auction results to the Town Manager.
 - b. The Town Clerk shall advertise the date, time, and location of the physical, public auction at least ten (10) days in advance of the auction date. The advertisement may be made on the Town's website, through flyers or mailings, or through a newspaper advertisement or a combination of those methods. The value of the equipment and property to auction shall be considered in determining the extent and methods of advertising to be employed.
 - c. The Purchasing Administrator or designee must be present at the auction during the sale of Town property, except in the case of an internet auction.
 - d. The contract with the auctioneer shall require that the auctioneer shall make payment to the Town within fifteen (15) days from the date the auction is held. In addition to the payment, the auctioneer shall provide the Town with sales receipts showing tag number, sale price and to whom each item was sold.
7. The Purchasing Administrator shall research and utilize online auctions as an option for disposal of Town property excluding real property, where appropriate. Where practical Town staff shall make an assessment of the value of the property to be auctioned prior to the online auction and set a minimum bid price.

END OF PURCHASING MANUAL