

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, December 10, 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, December 10, 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 McGuiness representing the Bahai Faith**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Christmas By The Sea Recap Presentation
 - 5.b. Lobbyist Presentation
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. BSO November 2024 Public Safety Report
 - 7.b. PBFD November 2024 Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
 - 8.b. Visitor Center Quarterly Report
 - 8.c. September 2024 Finance Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for November and December Meetings.
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
 - 12.a. RESOLUTION 2024-63: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE PIGGYBACK AGREEMENT WITH CIRCUIT TRANSIT INC. FOR THE PROVISION OF POINT TO POINT TRANSPORTATION SERVICES WITHIN THE TOWN;; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
13. **NEW BUSINESS**

14. COMMISSIONER PRESENTATIONS

15. COMMISSIONER COMMENTS

16. ORDINANCES 1st Reading

- 16.a.** ORDINANCE 2024-11: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14 "OFFENSES," OF THE TOWN'S CODE OF ORDINANCES BY CREATING SECTION 14-34 "PUBLIC CAMPING OR SLEEPING; NOTICE OF COMPLAINTS;" PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

17. ORDINANCES 2nd Reading

- 17.a.** ORDINANCE 2024-09: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA DELETING CHAPTER 30 ARTICLE XI, "SEAGRAPE DRIVE SIDEWALK PLAN" FROM THE TOWN OF LAUDERDALE-BY-THE-SEA CODE OF ORDINANCES, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND FOR AN EFFECTIVE DATE.

18. RESOLUTIONS – PUBLIC COMMENTS

- 18.a.** RESOLUTION 2024-40: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, UPDATING THE DEVELOPMENT REVIEW FEE SCHEDULE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE
- 18.b.** RESOLUTION 2024-61: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH REP SERVICES, INC. FOR THE PURCHASE OF SURFACE MATERIAL FOR THE FENCED PLAYGROUND AREA OF FRIEDT PARK UTILIZING THE TERMS AND CONDITIONS OF THE CLAY COUNTY SCHOOL DISTRICT INVITATION TO BID NO. 2023/2024-074; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- 18.c.** RESOLUTION 2024-62: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH BEACH RAKER LLC FOR BEACH MAINTENANCE AND CLEANING SERVICES; FINDING THAT THE AGREEMENT IS IN THE BEST INTEREST OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.L OF THE TOWN'S PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

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: December 10, 2024

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

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Christmas By The Sea Recap Presentation

Explanation: Katie to give recap PowerPoint presentation.

Recommendation:

Exhibits: None



Agenda Item No: 5.b.

Town Commission Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: PRESENTATIONS

Subject Title: Lobbyist Presentation

Explanation: Lauren Jackson from Ericks Consultants will provide an overview of the upcoming Florida legislative session.

Recommendation: N/A

Exhibits: None



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: December 10, 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 November 2024 Public Safety Report

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

Recommendation: Accept/Approve

Exhibits:

1. BSO November 2024



Sheriff Gregory Tony, Ph.D.

Date: December 5, 2024

To: Linda Connors
Town Manager

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

Subject: BSO Public Safety Report- November 2024

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Deputy Joao Claudio Reis

On Thursday, November 14, 2024, Deputy Reis was notified that the "Welcome to Lauderdale by the Sea" sign located at 3900 N. Ocean Drive had been badly damaged during an apparent unreported accident hit and run. Deputy Reis immediately responded to the incident location to begin his investigation.

Upon arrival to the scene, Deputy Reis observed that the Fountainhead condominium had outside surveillance cameras that may have possibly recorded the crash. Upon speaking with representatives from the condominium, Deputy Reis was able to review the surveillance video which clearly captured the vehicle that had crashed into the welcome sign. Utilizing the Town's LPR system as well as the Town's own surveillance camera system, Deputy Reis was able to identify the vehicle involved in the crash as a rental vehicle. Deputy Reis then notified the rental company who provided the name of the individual who was currently renting the vehicle. The renter was identified as a resident of Pompano Beach.

Deputy Reis responded to the Pompano residence of the person who had rented the subject vehicle and met with the Subject. The Subject immediately confessed to Deputy Reis as being the driver of the vehicle that crashed into the "Welcome to Lauderdale by the Sea" sign and fleeing the scene without reporting the crash. The Subject stated that he had dropped the vehicle off at a repair shop to have the damage repaired before he returned the vehicle to the rental agency. Ironically, the Subject stated that he was

relieved Deputy Reis showed up at his residence as he was tired of “being on the lamb”.

Utilizing investigative techniques as well as the Town’s LPR system and surveillance cameras, Deputy Claudio was able to quickly identify and locate the Subject driver of a criminal accident hit and run involving town property. For this, as well as Deputy Reis’ daily commitment to the Broward Sheriff’s Office mission, Deputy Reis is awarded the Lauderdale by the Sea District Employee of the Month for November 2024.

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

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

checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. Deputies conducted 0 hrs. of bike patrol.
- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 179 miles and 28 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Two (2) individuals were experiencing a mental health crises and were Baker Acted. Three (3) individuals experiencing homelessness were contacted during this period. Two individuals refused services and one individual was transported to Broward General.
- **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 Saturday, November 2, 2024, the Town of Lauderdale by the Sea celebrated Founder's Day in recognition of the Town's 75th anniversary. The Broward Sheriff's Office Lauderdale by the Sea District along with the Broward Sheriff's Office Neighborhood Support Team set up the district tent and prize-wheel providing giveaways to attendees. Detail deputies and district COP's provided security for the event. There were approximately 250 attendees. Captain Wesolowski and Lt. Sutter attended.

On Tuesday, November 5, 2024, the 2024 General Election took place. The Broward Sheriff's Office Lauderdale by the Sea District deputies conducted a Directed Patrol of the two polling locations located in the Town of Lauderdale by the Sea. No issues were reported at either of the two polling locations.

On Monday, November 11th, 2024, the Town of Lauderdale by the Sea celebrated Veteran's Day in El Prado Park. The Broward Sheriff's Office Lauderdale by the Sea District provided security for the event and the Broward Sheriff's Office Honor Guard provided a rifle volley. Captain Wesolowski and Lt. Sutter attended.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2411-0000075 (Deputy Cathcart)
DATE/TIME: Between 11-3-24 @ 1700 HRS, and 11-4-24 @ 1030 HRS.
LOCATION: 1985 Ocean Mist Drive
VICTIM: Gerald Manwah, B/M, 6/4/1961
VEHICLE: 2021 BMW X1(Red)
INCIDENT: Burglary Conveyance
SUMMARY: Deputy responded to 1985 Ocean Mist Dr. regarding a delayed burglary conveyance. The victim reported he parked his BMW X1 in front of his residence on 11-3-24 at approx. 5PM. On 11-4-24, at 10AM, the victim went to his vehicle and discovered the driver's side door unlocked. He then observed his glove box and center console were left open and numerous items scattered throughout the front seat and floorboard. Amongst the items left behind were business cards, a magnifying glass, pens, and a small Acura accessory bag that did not belong to him and were left behind by the suspect(s). Stolen from his vehicle was \$5 in quarters. The victim could not recall if he locked his vehicle the evening before.

CASE: 13-2411-0000075 (Deputy Cathcart)
DATE/TIME: Between 11-3-24 @ 2000 HRS. and 11-4-24 @ 1030 HRS.
LOCATION: 2037 Ocean Mist Drive
VICTIM: Nathan Werner, W/M, 4/23/1952
VEHICLE: 2022 Acura RDX (white)
INCIDENT: Burglary Conveyance
SUMMARY: While investigating the first reported burglary conveyance, Deputy Cathcart discovered a second vehicle, which had been burglarized at 2037 Ocean Mist Drive. The victim in this case advised he parked his 2022 Acura RDX the night before at approximately 8:00 PM. Mr. Werner stated he left his vehicle **unlocked**. Stolen were business cards, and an Acura pouch containing four lug nuts for his tires.

CASE: 13-2411-000098 (Yates)
DATE/TIME: 11-02-24 @ 11:00PM
LOCATION: 4445 El Mar Drive
VICTIM: Jessica Stella, W/F, 4/7/76
INCIDENT: Battery
SUMMARY: Deputy responded to the Plunge Hotel and met with victim Jessica Stella in reference to a delayed battery. Ms. Stella reported that on Saturday, November 2, 2024, between 11:00 PM and 11:30 PM, while she and a friend were walking north on El Mar Drive, in front of Villas by the Sea, she was hit in the face with a water balloon. She stated the suspect was in a vehicle traveling south on El Mar Drive occupied by several juveniles. No additional details were provided. Lt. Sutter obtained video. The victim resides in Saint Louis and was here on vacation.

CASE: 13-2411-000119 (Dep. Pitulan)
DATE/TIME: 11/05/24 @ 2115hrs.
LOCATION: 1900 S Ocean Blvd. #7N
ARRESTEE: W/M Balazs Beleczy, 5/12/84
VICTIM: W/F Melissa Konetsco, 4/18/75
INCIDENT: Domestic Battery (Arrest)
SUMMARY: Deputies responded in reference to a possible Domestic Disturbance where residents were hearing a female scream in apartment 7N. Deputies contacted the Arrestee who advised that he and his girlfriend (6 months living together) were only having a verbal argument. When speaking to the Victim, she advised the Arrestee grabbed her by the hair and slammed her head into a door. When the Victim ran away and attempted to barricade herself in her bedroom, the Arrestee followed her and again used her hair to pull her to the ground where she hit her head on the floor. The Victim had minor lesions and scratches on her legs and what appeared to be a small lump on her head. Victim provided a sworn recorded statement. The Arrestee was placed into custody and was transported to BSO Main without incident.

CASE: 13-2411-000131 (Deputy Redl)
DATE/TIME: 11/06/24 4:15pm
LOCATION: 4520 El Mar Drive (Beach Side)
VICTIM: Aliyah Baylor 10/27/05
INCIDENT: Death Investigation (Possible Drowning)
SUMMARY: While swimming in the ocean, 19yr old, W/F, Aliyah Baylor, was caught in a very strong rip current. Unable to swim she went under the water. A bystander who was surfing, was able to make it to her and pull her onto his boogie board. He too was now caught in the rip current. Lt. Sutter and Deputy Hopkins entered the water and with the help PBFR, a rope was secured to the victim. Both Lt. Sutter and Deputy Hopkins were caught in the rip current and needed the assistance of PBFR with a surfboard. The female was transported to Holy Cross Hospital where she was pronounced deceased. Lt Sutter and Deputy Hopkins were not injured. Homicide notified and responded. Captain Wesolowski notified.

CASE: 13-2411-000146 (Deputy Ramcharan)
DATE/TIME: 11/7/24 at 17:00 HRS.
LOCATION: 4400 N Ocean Dr (Taco Craft)
SUBJECT: Jason Patrick Bulger (04-24-1975)
VICTIM: Tina Lee (10-25-74)
INCIDENT: Domestic Battery
SUMMARY: Victim met with her estranged husband, Jason Patrick Bulger, at Taco Craft to talk about their divorce. They were there for several hours before an argument developed. Jason grabbed Tina's drink from her hand and threw the glass with its contents on Tina's face. Tina did

not sustain any injury. Tina went home to Pompano Beach before she reported the incident. Tina does not know where Jason resides since he was arrested for a Battery against her on July 17, 2024. There is an active restraining order in effect against Jason for Tina. The restraining order was served to Jason on July 18, 2024, and is non-expiring. A Probable Cause Affidavit was completed against Jason for Domestic Battery and Violation of Injunction.

CASE: 13-2411-000147 (Deputy Barnett)

DATE/TIME: 11/07/24 at 20:10 HRS.

LOCATION: 1900 S Ocean Dr

DECEASED: Richard Lubman W/M 10-14-49 1700 S. Ocean Blvd. Apt. 19A LBS

INCIDENT: Death Investigation

SUMMARY: Deputy Barnett responded to 1900 S Ocean Dr in reference to a white older male deceased on the beach. The deceased was found by a person walking on the beach. The male was pronounced deceased by Pompano Fire Rescue Capt. Baker at 2019 hours. Homicide, Crime Scene, and ME Office responded to the scene. Capt. Wesolowski and Lt. Fernandez were notified. Lt. Sutter and Sgt. Gittens were on-scene. BSO Biometric Unit later identified the deceased as Richard Lubman,

CASE: 13-2411-000213 (Deputy Boyian)

DATE/TIME: 11/10/24 @ 2248 hrs.

LOCATION: 112 Commercial Blvd.

ARRESTEE: Calixte, Moise B/M 12/2/96

VEHICLE: 2017 Jeep Fl. Tag # 28AVPE

INCIDENT: DUI Crash with Property Damage (Arrest)

SUMMARY: Arrestee was driving n/b on N. Ocean Dr. and lost control of his vehicle which left the roadway and drove onto the sidewalk at 112 Commercial Blvd. The vehicle struck a large round concrete traffic barrier, restaurant menu sign, and vertical sidewalk light. Minor injury to the driver but no pedestrians involved. The driver showed signs of impairment and BSO DUI Task Force was requested. After roadside sobriety tests were conducted, he was placed into custody for DUI and transported to the BAT where his BAC was found to be .207. Arrestee was TOT'ed to the Main Jail.

CASE: 13-2411-000283 (Deputy Swadkins)

DATE/TIME: 11/13/2024 @ 1453 HRS

LOCATION: 0 Commercial Blvd

VICTIM: Kaniya Elaine Nicole Martin, BF DOB: 09/30/2002

ARRESTEE: Christopher Leon Kieding, WM DOB: 01/27/1986

INCIDENT: Theft/Battery (Arrest)

SUMMARY: Deputy Swadkins learned the listed defendant stole money from the victim's purse and when the victim confronted him, he slapped her in the face. Victim advised she will press criminal charges and Subject was TOT to the main jail.

CASE: 13-2411-000285 (Deputy Klier)

DATE/TIME: 11/13/2024 @ 1627 HRS

LOCATION: 262 Capri Ave

VICTIM: Mark Sager, WM DOB:09/30/2002

INCIDENT: Fraud

SUMMARY: Deputy Klier learned that the Victim received a phone call yesterday 11/12/2024 from an unknown person who was using a 1-800 number. This unknown person then claimed and convinced the victim that he was a representative from Bank of America Security. The victim was issued a 6-digit security code via text, which gave the suspect (Omar Aziz) access to his

checking account. The suspect Zelled himself \$3500 US Dollars from the victim's account. Bank of America was notified by the victim who verified the fraudulent Zelle and closed the account.

CASE: 13-2411-000295 (Deputy Reis)
DATE/TIME: 11/14/2024 @ 0945 HRS
LOCATION: 3900 North Ocean Drive
VEHICLE: 2022 Toyota Corolla, FL Tag 6329AU, Gray in color
ARRESTEE: Panagiotis Tsialiamanis W/M 1-21-49
INCIDENT: Accident Hit and Run with Property Damage (Arrest)
SUMMARY: The Welcome to Lauderdale by The Sea sign in the median appeared to be struck by an unknown vehicle traveling north bound at an unknown time causing extensive damage to the poles. Town workers removed the damaged sign, and a Property Damage report was completed. Utilizing the town's LPR and video surveillance from the Fountainhead it was determined that the Arrestee crashed his rented Toyota into the sign and fled the scene. Contact was made with the Arrestee who confessed to the incident. The Arrestee was issued a criminal UTC. Hit and Run case number is 13-2411-000311.

CASE: 13-2411-000319 (Deputy Ramcharan)
DATE/TIME: 11/15/24 at 1106 hours
LOCATION: 4332 E Tradewinds Av
VICTIM: Nicole Mauro [05-18-84]
VEHICLE: White 2020 Acura RDX [SUV] Florida tag GSTH03
INCIDENT: Auto Theft
SUMMARY: Nicole Mauro reported her vehicle stolen from the above listed address. She parked the vehicle in the north parking lot of her workplace, Balocco & Abril PLLC, at approximately 0800 hours. She noticed the vehicle missing at 1700 hours. LPR recorded the vehicle going west on Commercial Blvd over the bridge at 1106 hours. LPR recorded the vehicle in Miami Lakes at 826/67th Av at 1202 hours. Auto theft affidavit signed, and vehicle entered into NCIC/FCIC.

CASE: 13-2411-000316 (Deputy Klier)
DATE/TIME: 11/15/2024 @1216 HRS
LOCATION: 4244 El Mar Drive (Windjammer Resort)
ARRESTEE: Nathan Wilson W/M 2/18/83
INCIDENT: Disorderly conduct on the premises of an establishment (Arrest)
SUMMARY: Arrestee defecated/urinated on the 1st and 2nd floor of the Windjammer Resort at 0940 hours but was GOA (13-2411-000313). Deputies responded back to the same location at 1216 hours due to the subject returning. Contact made with Arrestee who was intoxicated and refused to identify himself to Deputies. Arrestee was subsequently arrested for Disorderly Conduct on the premises of an establishment. Manager of Windjammer wished to pursue charges via sworn recorded statement and video surveillance uploaded to evidence.com.

CASE: 13-2411-000322 (Deputy Roach)
DATE/TIME: 11/15/2024 at 19:36
LOCATION: 14 Commercial Blvd
ARRESTEE: Aaron W Smith (W/M 02/04/1976)
VICTIM: Thomas M Ohmstead (W/M 10/11/1979)
VEHICLE: Circuit electric transportation vehicle
INCIDENT: Burglary with Battery (Arrest)
SUMMARY: Deputy Roach was approached by Thomas Ohmstead, who reported that he was struck on the face by a white male. Deputy Roach detained the white male, who was identified as Aaron Smith. Investigation revealed that Ohmstead, who is a Circuit driver, was driving on El Mar Dr when an argument ensued with Smith because Smith was obstructing the roadway. During the argument, Smith reached into the vehicle through an open window and slapped Ohmstead on the face. The incident was witnessed by James Pike, who is a server at Pier 14, and he corroborated the allegation. The incident was also captured on the LBTS surveillance video. Smith was arrested for burglary with battery. Detective Koos responded and interviewed the victim, offender, and witness. Smith was subsequently transported to the Broward County Jail.

CASE: 13-2411-000375 (Deputy Ogando)
DATE/TIME: 11/17/24 @ 22:56 Hrs.
LOCATION: 1 Commercial Blvd (Aruba's)
ARRESTEE: Warren Bradley Ranker W/M 10-31-56
VICTIM: Michael Buckey W/M 02-28-55
INCIDENT: Battery (Victim 65 years of age or older) (Arrest)
SUMMARY: Deputy Ogando responded to Aruba Café in reference to two intoxicated males causing a disturbance and refusing to leave the business. Upon arrival, Deputy Ogando observed Victim, Michael Buckey laying on the ground by the entrance to the business. Dep Ogando learned that the Arrestee, Warren Ranker was involved in a verbal argument with the Victim. During the argument, the Arrestee pushed the Victim with his hands and the victim landed on the ground possibly hitting his head. No visual injury was observed while on scene. Pompano Beach Rescue responded to the scene and transported the Victim to Imperial Point Hospital for observation and treatment. The Arrestee was transported to main jail for booking on the charge of battery of a person over 65. Incident caught on town cameras.

CASE: 13-2411-000405 (Deputy Cathcart)
DATE/TIME: 11-19-24 @ 1245 hrs.
LOCATION: 2000 S Ocean Blvd. #9K
VICTIM: Margaret Mesgleski, w/f, 1/1/40
INCIDENT: Fraud
SUSPECT: Unknown
SUMMARY: The victim reported that between October and November of 2024, unknown subject(s) accessed her Wells Fargo checking account and, on nine occasions, removed money in excess of \$10,000. It is undetermined how the subject(s) accessed her checking account since the victim does not bank online. The victim provided her checking account bank statement showing the fraudulent withdrawals. All but two withdrawals are for Capital One, and all the withdrawals display the name "Deshonta S Billie" next to the transaction.

CASE: 13-2411-000663 (Deputy Klier)
DATE/TIME: 11/30/24 @1110 Hrs.
LOCATION: 1461 South Ocean Blvd
VICTIM: Matthew Prater 4/28/88
VEHICLE: Black 2016 Toyota Forerunner (FI Tag 96IFA)
INCIDENT: Criminal Mischief
SUMMARY: Victim's parked vehicle had its front windshield and rear passenger window smashed out. Vehicle appeared intentionally damaged with large rock between 11/26/24 at 1400 hours and 11/30/24 at 1000 hours. Valuables inside vehicle were untouched. Photos of rock and vehicle uploaded to Evidence.com.

MONTHLY ARREST LOGS:

Misd/Fel	Charge	Street
Misd	Domestic Battery	1900 S Ocean Blvd
Misd	Domestic Battery	4400 N Ocean Dr
Misd	DUI - 1st Offense	112 Commercial Blvd
Misd	Battery	14 Commercial Blvd
Misd	Disorderly Conduct	4244 El Mar Dr
Fel	Burglary-Battery	14 Commercial Blvd
Fel	Felony Battery (Persons <65)	1 Commercial Blvd

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2023 YTD	2024 YTD
AUTO THEFT	1	0	18	7
BURGLARY-BUSINESS	0	0	3	2
BURGLARY-CONVEYANCE	2	1	18	16
BURGLARY-RESIDENCE	0	0	6	2
BURGLARY-STRUCTURE	1	0	1	1
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	2
THEFT-GRAND	0	1	27	15
THEFT-PETIT	1	2	35	35
TOTALS	5	4	113	84

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	29
COP Hours Worked - Month	81
COP Patrol Miles - Month	299
COP Hours Worked - YTD	749
COP Patrol Miles - YTD	1,717

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	21

COP Beach Patrol Hours – Month	17
COP Beach Patrol Hours - YTD	127.5

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	50
Reserve Deputy - Hours Worked	56	421.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The November 2024 Monthly Staffing and Statistical Report is attached.



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

November 30, 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	19	
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	1	1	
TOTAL	28	28	

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Jeffrey Bickel	15551	Tamarac	Turkey Trot	2.5
			TOTAL	2.5



Lauderdale by the Sea

Monthly Activity

NOVEMBER 2024

Reports/Calls		Traffic	
Miscellaneous Service		Types of Citation	
Event Reports	29	Non-Moving / Moving Citation	77
Accidents	10	Parking	0
Calls for Service	680	Warnings	154
		Total Citations	231
Arrests		Time Worked	
Type of Arrest		Hours Worked	
Felony	2	Bike Patrol	0
Misdemeanor	5	Court Overtime	12
Warrant (Felony)	0	Training Hours	63
Warrant (Misd.)	0	Detached	2.5
DUI (Felony)	0	Other Overtime	75
DUI (Misdemeanor)	0	Days Worked	30
NIC (Felony)	0		
NIC (Misdemeanor)	0		
DV (Felony)	0		
DV (Misd.)	0		
Total Arrests	7		
General		Narrative	
FI	8	ATV/UTV: 179 Miles / 28 Hours Reserve Deputies worked 8 shifts (56 hrs)	
Truant	0		
Truant Debriefed	0		
Elder Link	0		



Agenda Item No: 7.b.

Town Commission Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Ashley Zalewski, Fire Inspector Ashley Zalewski

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: PBFD November 2024 Public Safety Report

Explanation: PBFD November 2024 report prepared by Fire Inspector Ashley Zalewski.

Recommendation: Accept/Approve

Exhibits:

1. PBFR November 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 – NOVEMBER 2024

CC: PETE MCGINNIS

Below are the resident complaints for the month of November: 0

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

- Community Event- 1- Veterans Day

Plan Reviews and Fees:

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

Type	Amount/Number
Plans Reviewed	10
Square Footage	211,846
Plan Review Revision Fee	\$75.00
Fire/Rescue Fee	\$0.00
Total Project Cost	\$501,882.59
PBFR Plan Review Fee	\$2509.41
PBFR Tech Fee	\$50.20
New Constructions	8
Annual Inspections	8
Meetings	6

Plan Type	Plans Reviewed
30- Apartments	7
38- Business	1
90- Site Plan	2
Grand Total	10

Complaints & Notice of Violation:

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

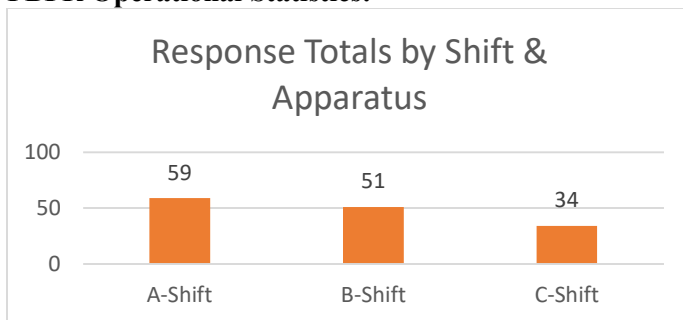
	Assigned	On Going	Completed
11/01/2024 through 11/30/24	0	0	0

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

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

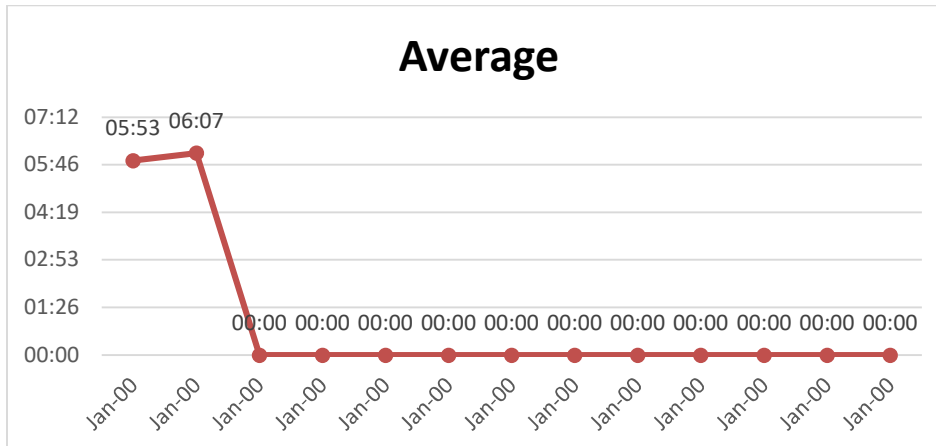
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
02 - Residential - Apartments	\$0.00	0	0	0
04 - Other Residential	\$0.00	0	0	0
06 - Public Assembly	\$0.00	0	0	0
09 - Stores and Offices	\$0.00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

PBFR Operational Statistics:



Total call for month: 144

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



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

Station 12	A-Shift	Q12	11/1/2024 8:17 AM	11/1/2024 8:17 AM	Assist invalid	00:00.0
Station 12	A-Shift	R12	11/1/24 2:00 PM	11/1/24 2:05 PM	EMS call, excluding vehicle accident with injury	05:18.0
Station 12	A-Shift	R12	11/1/24 7:15 PM	11/1/24 7:19 PM	EMS call, excluding vehicle accident with injury	03:14.0
Station 12	A-Shift	R12	11/1/24 11:53 PM	11/2/24 12:00 AM	EMS call, excluding vehicle accident with injury	06:21.0

Station 12	B-Shift	R12	11/2/24 10:34 AM	11/2/24 10:36 AM	EMS call, excluding vehicle accident with injury	01:51.0
Station 12	B-Shift	Q12	11/2/24 11:19 AM	11/2/24 11:20 AM	EMS call, excluding vehicle accident with injury	00:12.0
Station 12	B-Shift	R12	11/2/24 11:19 AM	11/2/24 11:20 AM	EMS call, excluding vehicle accident with injury	00:12.0
Station 12	B-Shift	Q12	11/2/24 1:45 PM	11/2/24 1:50 PM	Service Call, other	04:37.0
Station 12	B-Shift	R12	11/2/24 1:45 PM	11/2/24 1:50 PM	Service Call, other	04:38.0
Station 12	B-Shift	R12	11/2/24 2:23 PM	11/2/24 2:24 PM	EMS call, excluding vehicle accident with injury	01:15.0
Station 12	B-Shift	R12	11/2/24 4:02 PM	11/2/24 4:05 PM	EMS call, excluding vehicle accident with injury	03:09.0
Station 12	B-Shift	R12	11/2/24 10:10 PM	11/2/24 10:16 PM	EMS call, excluding vehicle accident with injury	06:08.0
Station 12	C-Shift	R12	11/3/24 8:22 AM	11/3/24 8:30 AM	EMS call, excluding vehicle accident with injury	07:32.0
Station 12	C-Shift	R12	11/3/24 10:06 AM	11/3/24 10:14 AM	EMS call, excluding vehicle accident with injury	07:45.0
Station 12	C-Shift	R12	11/3/24 4:12 PM	11/3/24 4:18 PM	EMS call, excluding vehicle accident with injury	06:00.0
Station 12	C-Shift	Q12	11/3/24 5:06 PM	11/3/24 5:10 PM	Defective elevator, no occupants	04:08.0
Station 12	A-Shift	Q12	11/4/24 7:46 AM	11/4/24 7:49 AM	EMS call, excluding vehicle accident with injury	03:43.0
Station 12	A-Shift	R12	11/4/24 7:45 AM	11/4/24 7:49 AM	EMS call, excluding vehicle accident with injury	04:26.0
Station 12	A-Shift	R12	11/4/24 8:14 AM	11/4/24 8:22 AM	Assist invalid	07:15.0
Station 12	A-Shift	Q12	11/4/24 8:16 AM	11/4/24 8:22 AM	Assist invalid	05:11.0
Station 12	A-Shift	R12	11/4/24 10:58 AM	11/4/24 11:02 AM	EMS call, excluding vehicle accident with injury	04:02.0
Station 12	A-Shift	R12	11/4/24 3:21 PM	11/4/24 3:26 PM	Police matter	04:28.0
Station 12	A-Shift	R12	11/4/24 4:49 PM	11/4/24 4:52 PM	EMS call, excluding vehicle accident with injury	03:25.0
Station 12	A-Shift	Q12	11/4/24 6:08 PM	11/4/24 6:16 PM	Removal of victim(s) from stalled elevator	08:21.0
Station 12	A-Shift	R12	11/4/24 6:21 PM	11/4/24 6:26 PM	EMS call, excluding vehicle accident with injury	04:27.0
Station 12	B-Shift	Q12	11/5/24 12:30 PM	11/5/24 12:35 PM	Smoke detector activation, no fire - unintentional	04:37.0
Station 12	B-Shift	R12	11/5/24 1:48 PM	11/5/24 2:07 PM	EMS call, excluding vehicle accident with injury	19:29.0

Station 12	B-Shift	Q12	11/5/24 3:11 PM	11/5/24 3:18 PM	EMS call, excluding vehicle accident with injury	07:25.0
Station 12	B-Shift	R12	11/5/24 4:13 PM	11/5/24 4:23 PM	EMS call, excluding vehicle accident with injury	10:45.0
Station 12	B-Shift	R12	11/5/24 6:53 PM	11/5/24 6:57 PM	EMS call, excluding vehicle accident with injury	03:56.0
Station 12	B-Shift	R12	11/5/24 8:58 PM	11/5/24 9:03 PM	EMS call, excluding vehicle accident with injury	04:56.0
Station 12	B-Shift	R12	11/6/24 6:09 AM	11/6/24 6:17 AM	EMS call, excluding vehicle accident with injury	07:42.0
Station 12	C-Shift	R12	11/6/24 10:05 AM	11/6/24 10:11 AM	EMS call, excluding vehicle accident with injury	06:09.0
Station 12	C-Shift	R12	11/6/24 4:15 PM	11/6/24 4:19 PM	EMS call, excluding vehicle accident with injury	04:26.0
Station 12	C-Shift	Q12	11/6/24 4:15 PM	11/6/24 4:19 PM	EMS call, excluding vehicle accident with injury	03:54.0
Station 12	C-Shift	Q12	11/6/24 11:03 PM	11/6/24 11:09 PM	Smoke detector activation due to malfunction	06:13.0
Station 12	A-Shift	R12	11/7/24 8:38 AM	11/7/24 8:43 AM	EMS call, excluding vehicle accident with injury	05:22.0
Station 12	A-Shift	R12	11/7/24 4:07 PM	11/7/24 4:12 PM	Public service assistance, other	04:32.0
Station 12	A-Shift	Q12	11/7/24 4:07 PM	11/7/24 4:14 PM	Public service assistance, other	07:06.0
Station 12	A-Shift	Q12	11/7/24 8:10 PM	11/7/24 8:18 PM	EMS call, excluding vehicle accident with injury	07:09.0
Station 12	A-Shift	R12	11/7/24 8:10 PM	11/7/24 8:15 PM	EMS call, excluding vehicle accident with injury	04:19.0
Station 12	A-Shift	*BC2 4	11/7/24 8:10 PM	11/7/24 8:18 PM	EMS call, excluding vehicle accident with injury	08:03.0
Station 12	B-Shift	*E63	11/8/24 8:38 AM	11/8/24 8:45 AM	EMS call, excluding vehicle accident with injury	06:53.0
Station 12	B-Shift	R12	11/8/24 8:37 AM	11/8/24 8:48 AM	EMS call, excluding vehicle accident with injury	10:25.0
Station 12	B-Shift	Q12	11/8/24 10:10 AM	11/8/24 10:19 AM	Water problem, other	08:13.0
Station 12	B-Shift	R12	11/8/24 3:00 PM	11/8/24 3:07 PM	EMS call, excluding vehicle accident with injury	07:09.0
Station 12	B-Shift	R12	11/8/24 5:15 PM	11/8/24 5:24 PM	Swimming/recreational water areas rescue	08:29.0
Station 12	B-Shift	*BC2 4	11/8/24 5:14 PM	11/8/24 5:23 PM	Swimming/recreational water areas rescue	08:43.0
Station 12	B-Shift	Q12	11/8/24 5:14 PM	11/8/24 5:24 PM	Swimming/recreational water areas rescue	09:53.0
Station 12	B-Shift	R12	11/8/24 6:22 PM	11/8/24 6:27 PM	Motor vehicle accident with injuries	04:49.0

Station 12	B-Shift	Q12	11/8/24 6:21 PM	11/8/24 6:28 PM	Motor vehicle accident with injuries	06:24.0
Station 12	B-Shift	Q12	11/9/24 3:19 AM	11/9/24 3:25 AM	Service Call, other	06:23.0
Station 12	B-Shift	R12	11/9/24 6:40 AM	11/9/24 6:45 AM	Service Call, other	04:42.0
Station 12	B-Shift	R12	11/9/24 11:49 AM	11/9/24 11:53 AM	EMS call, excluding vehicle accident with injury	04:08.0
Station 12	C-Shift	R12	11/9/24 12:21 PM	11/9/24 12:26 PM	EMS call, excluding vehicle accident with injury	04:34.0
Station 12	C-Shift	R212	11/9/24 6:57 PM	11/9/24 7:02 PM	Public service assistance, other	04:58.0
Station 12	C-Shift	*R24	11/9/24 9:33 PM	11/9/24 9:45 PM	EMS call, excluding vehicle accident with injury	11:23.0
Station 12	C-Shift	Q12	11/9/24 11:59 PM	11/10/24 12:05 AM	Assist invalid	05:10.0
Station 12	A-Shift	Q12	11/10/24 8:04 AM	11/10/24 8:13 AM	Alarm system sounded due to malfunction	08:46.0
Station 12	A-Shift	Q12	11/10/24 8:26 AM	11/10/24 8:29 AM	Assist invalid	03:02.0
Station 12	A-Shift	*E63	11/10/24 10:08 AM	11/10/24 10:15 AM	EMS call, excluding vehicle accident with injury	06:19.0
Station 12	A-Shift	R12	11/10/24 10:08 AM	11/10/24 10:19 AM	EMS call, excluding vehicle accident with injury	10:15.0
Station 12	A-Shift	Q12	11/10/24 1:31 PM	11/10/24 1:39 PM	No incident found on arrival at dispatch address	08:21.0
Station 12	A-Shift	Q12	11/10/24 1:47 PM	11/10/24 2:00 PM	Removal of victim(s) from stalled elevator	12:51.0
Station 12	A-Shift	R12	11/10/24 7:11 PM	11/10/24 7:22 PM	EMS call, excluding vehicle accident with injury	11:16.0
Station 12	A-Shift	R12	11/10/24 7:55 PM	11/10/24 7:57 PM	No incident found on arrival at dispatch address	02:36.0
Station 12	A-Shift	Q12	11/10/24 10:48 PM	11/10/24 10:55 PM	Motor vehicle accident with no injuries.	06:52.0
Station 12	A-Shift	R12	11/10/24 10:48 PM	11/10/24 10:54 PM	Motor vehicle accident with no injuries.	06:03.0
Station 12	A-Shift	R12	11/11/24 1:37 AM	11/11/24 1:43 AM	EMS call, excluding vehicle accident with injury	06:00.0
Station 12	A-Shift	R12	11/11/24 2:29 AM	11/11/24 2:35 AM	EMS call, excluding vehicle accident with injury	05:55.0
Station 12	B-Shift	Q12	11/11/24 5:38 PM	11/11/24 5:45 PM	Assist invalid	06:59.0
Station 12	B-Shift	R12	11/11/24 9:38 PM	11/11/24 9:45 PM	EMS call, excluding vehicle accident with injury	06:09.0
Station 12	C-Shift	R12	11/12/24 12:51 PM	11/12/24 12:57 PM	EMS call, excluding vehicle accident with injury	05:40.0
Station 12	C-Shift	Q12	11/12/24 1:17 PM	11/12/24 1:22 PM	Smoke detector activation due to malfunction	04:43.0

Station 12	C-Shift	R12	11/12/24 1:58 PM	11/12/24 2:05 PM	EMS call, excluding vehicle accident with injury	06:22.0
Station 12	C-Shift	R12	11/12/24 8:17 PM	11/12/24 8:21 PM	EMS call, excluding vehicle accident with injury	04:22.0
Station 12	A-Shift	Q12	11/13/24 8:28 AM	11/13/24 8:36 AM	No incident found on arrival at dispatch address	07:49.0
Station 12	A-Shift	R12	11/13/24 12:14 PM	11/13/24 12:19 PM	EMS call, excluding vehicle accident with injury	05:05.0
Station 12	A-Shift	Q12	11/13/24 2:19 PM	11/13/24 2:24 PM	Defective elevator, no occupants	04:45.0
Station 12	A-Shift	R12	11/13/24 7:36 PM	11/13/24 7:39 PM	EMS call, excluding vehicle accident with injury	03:01.0
Station 12	A-Shift	R12	11/13/24 10:52 PM	11/13/24 10:58 PM	EMS call, excluding vehicle accident with injury	05:11.0
Station 12	A-Shift	R12	11/14/24 4:09 AM	11/14/24 4:18 AM	EMS call, excluding vehicle accident with injury	08:51.0
Station 12	B-Shift	Q12	11/14/24 10:34 AM	11/14/24 10:39 AM	Smoke detector activation, no fire - unintentional	05:02.0
Station 12	B-Shift	Q12	11/14/24 11:29 AM	11/14/24 11:32 AM	Smoke detector activation, no fire - unintentional	02:55.0
Station 12	B-Shift	R12	11/14/24 4:26 PM	11/14/24 4:32 PM	EMS call, excluding vehicle accident with injury	06:04.0
Station 12	B-Shift	Q12	11/14/24 7:06 PM	11/14/24 7:10 PM	Alarm system activation, no fire - unintentional	04:00.0
Station 12	B-Shift	R12	11/14/24 10:18 PM	11/14/24 10:24 PM	EMS call, excluding vehicle accident with injury	06:02.0
Station 12	C-Shift	R12	11/15/24 12:26 PM	11/15/24 12:32 PM	EMS call, excluding vehicle accident with injury	05:49.0
Station 12	C-Shift	R12	11/15/24 2:38 PM	11/15/24 2:47 PM	EMS call, excluding vehicle accident with injury	09:09.0
Station 12	A-Shift	R12	11/16/24 7:27 AM	11/16/24 7:34 AM	EMS call, excluding vehicle accident with injury	06:27.0
Station 12	A-Shift	Q12	11/16/24 7:10 PM	11/16/24 7:18 PM	EMS call, excluding vehicle accident with injury	08:04.0
Station 12	A-Shift	R12	11/16/24 7:10 PM	11/16/24 7:18 PM	EMS call, excluding vehicle accident with injury	08:04.0
Station 12	A-Shift	Q12	11/16/24 10:34 PM	11/16/24 10:42 PM	No incident found on arrival at dispatch address	08:22.0
Station 12	A-Shift	R12	11/16/24 10:42 PM	11/16/24 10:48 PM	Motor vehicle accident with injuries	05:06.0
Station 12	A-Shift	Q12	11/17/24 5:20 AM	11/17/24 5:30 AM	Removal of victim(s) from stalled elevator	09:35.0
Station 12	B-Shift	R12	11/17/24 7:44 PM	11/17/24 7:51 PM	EMS call, excluding vehicle accident with injury	06:29.0

Station 12	B-Shift	Q12	11/17/24 7:47 PM	11/17/24 7:54 PM	Removal of victim(s) from stalled elevator	07:13.0
Station 12	B-Shift	R12	11/17/24 11:00 PM	11/17/24 11:05 PM	EMS call, excluding vehicle accident with injury	05:04.0
Station 12	C-Shift	R12	11/18/24 1:23 PM	11/18/24 1:28 PM	EMS call, excluding vehicle accident with injury	04:48.0
Station 12	C-Shift	R12	11/18/24 1:55 PM	11/18/24 1:59 PM	EMS call, excluding vehicle accident with injury	04:36.0
Station 12	C-Shift	Q12	11/18/24 5:46 PM	11/18/24 5:50 PM	No incident found on arrival at dispatch address	03:40.0
Station 12	C-Shift	R12	11/19/24 6:39 AM	11/19/24 6:44 AM	EMS call, excluding vehicle accident with injury	05:52.0
Station 12	A-Shift	R12	11/19/24 12:49 PM	11/19/24 12:53 PM	EMS call, excluding vehicle accident with injury	04:03.0
Station 12	A-Shift	Q12	11/19/24 3:02 PM	11/19/24 3:02 PM	Lock-out	00:25.0
Station 12	A-Shift	R12	11/19/24 11:16 PM	11/19/24 11:22 PM	EMS call, excluding vehicle accident with injury	05:08.0
Station 12	B-Shift	R12	11/20/24 9:18 AM	11/20/24 9:24 AM	EMS call, excluding vehicle accident with injury	05:29.0
Station 12	C-Shift	R12	11/21/24 1:00 AM	11/21/24 1:10 AM	EMS call, excluding vehicle accident with injury	09:38.0
Station 12	C-Shift	R12	11/21/24 1:40 PM	11/21/24 1:52 PM	Police matter	11:29.0
Station 12	C-Shift	R12	11/21/24 9:12 PM	11/21/24 9:19 PM	EMS call, excluding vehicle accident with injury	06:39.0
Station 12	A-Shift	Q12	11/22/24 2:46 PM	11/22/24 2:54 PM	Motor vehicle accident with injuries	07:52.0
Station 12	A-Shift	R12	11/22/24 2:46 PM	11/22/24 2:54 PM	Motor vehicle accident with injuries	08:05.0
Station 12	A-Shift	R12	11/22/24 5:37 PM	11/22/24 5:42 PM	EMS call, excluding vehicle accident with injury	05:40.0
Station 12	A-Shift	Q12	11/22/24 7:16 PM	11/22/24 7:21 PM	EMS call, excluding vehicle accident with injury	05:07.0
Station 12	A-Shift	R12	11/22/24 7:12 PM	11/22/24 7:15 PM	EMS call, excluding vehicle accident with injury	03:36.0
Station 12	A-Shift	R12	11/22/24 10:00 PM	11/22/24 10:04 PM	EMS call, excluding vehicle accident with injury	04:49.0
Station 12	C-Shift	R12	11/24/24 9:10 AM	11/24/24 9:16 AM	EMS call, excluding vehicle accident with injury	05:28.0
Station 12	C-Shift	R12	11/24/24 1:57 PM	11/24/24 2:01 PM	EMS call, excluding vehicle accident with injury	03:47.0
Station 12	C-Shift	R12	11/24/24 2:42 PM	11/24/24 2:46 PM	EMS call, excluding vehicle accident with injury	04:12.0

Station 12	A-Shift	Q12	11/25/24 7:45 PM	11/25/24 7:52 PM	Smoke detector activation, no fire - unintentional	07:15.0
Station 12	B-Shift	Q12	11/26/24 11:59 AM	11/26/24 12:04 PM	Public service	05:34.0
Station 12	B-Shift	R12	11/27/24 5:46 AM	11/27/24 5:55 AM	EMS call, excluding vehicle accident with injury	08:37.0
Station 12	C-Shift	R12	11/27/24 12:22 PM	11/27/24 12:28 PM	Rescue or EMS standby	06:15.0
Station 12	C-Shift	R12	11/27/24 1:13 PM	11/27/24 1:19 PM	EMS call, excluding vehicle accident with injury	05:46.0
Station 12	C-Shift	R12	11/27/24 4:26 PM	11/27/24 4:29 PM	EMS call, excluding vehicle accident with injury	03:16.0
Station 12	C-Shift	Q12	11/27/24 11:29 PM	11/27/24 11:34 PM	Outside rubbish, trash or waste fire	05:05.0
Station 12	A-Shift	Q12	11/28/24 11:36 AM	11/28/24 11:40 AM	Removal of victim(s) from stalled elevator	04:22.0
Station 12	A-Shift	R12	11/28/24 12:39 PM	11/28/24 12:45 PM	EMS call, excluding vehicle accident with injury	06:25.0
Station 12	A-Shift	R12	11/28/24 3:10 PM	11/28/24 3:15 PM	EMS call, excluding vehicle accident with injury	05:17.0
Station 12	A-Shift	Q12	11/28/24 5:17 PM	11/28/24 5:24 PM	Removal of victim(s) from stalled elevator	06:54.0
Station 12	B-Shift	R12	11/29/24 7:35 AM	11/29/24 7:42 AM	EMS call, excluding vehicle accident with injury	07:00.0
Station 12	A-Shift	*R11	11/29/24 7:45 AM	11/29/24 7:54 AM	EMS call, excluding vehicle accident with injury	09:29.0
Station 12	B-Shift	Q12	11/29/24 8:01 AM	11/29/24 8:04 AM	Public service assistance, other	02:53.0
Station 12	B-Shift	Q12	11/29/24 9:45 AM	11/29/24 9:52 AM	Alarm system activation, no fire - unintentional	07:11.0
Station 12	B-Shift	R12	11/29/24 10:15 AM	11/29/24 10:19 AM	EMS call, excluding vehicle accident with injury	04:16.0
Station 12	B-Shift	R12	11/29/24 1:43 PM	11/29/24 1:46 PM	EMS call, excluding vehicle accident with injury	03:03.0
Station 12	B-Shift	Q12	11/29/24 1:25 PM	11/29/24 1:43 PM	EMS call, excluding vehicle accident with injury	18:18.0
Station 12	B-Shift	Q12	11/29/24 2:04 PM	11/29/24 2:12 PM	Alarm system activation, no fire - unintentional	08:23.0
Station 12	B-Shift	Q12	11/29/24 2:26 PM	11/29/24 2:33 PM	Smoke detector activation, no fire - unintentional	07:19.0
Station 12	B-Shift	R12	11/29/24 9:37 PM	11/29/24 9:41 PM	EMS call, excluding vehicle accident with injury	03:10.0
Station 12	B-Shift	R12	11/29/24 10:39 PM	11/29/24 10:45 PM	EMS call, excluding vehicle accident with injury	06:41.0

***Closest unit response- R12 was called for a rescue call outside of Lauderdale by the Sea or another station had to come into 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: December 10, 2024

Submitted By:

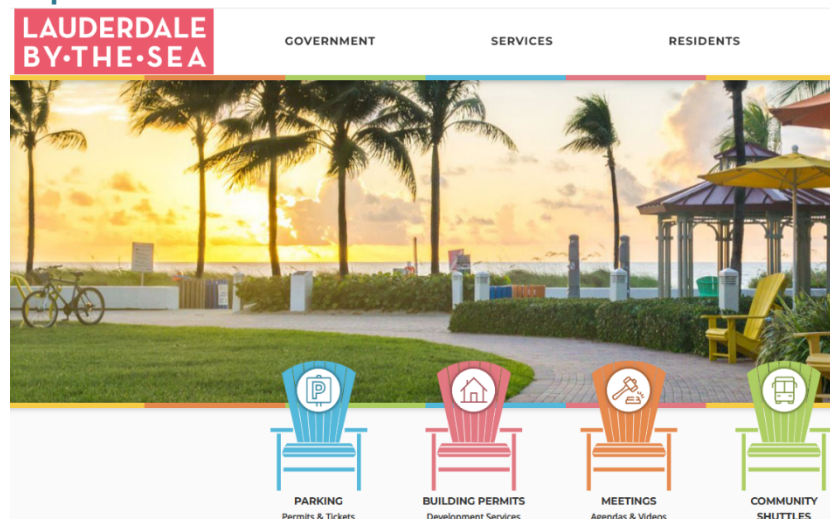
Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation:



1. Refreshed Website

Last week, we implemented an update to our website. Besides visual changes, the website includes easy access to commonly used pages and a simplified Town calendar. The updates were completed, but we are still reviewing the site to ensure all the information was properly transferred. We will continue to review and update as needed.

2. Community Center - Holiday Break

The Community Center will close for the holiday break on December 23rd and will reopen on January 2nd. We wish everyone a wonderful holiday and look forward to seeing you back at the Center in 2025!



3. Terry Ann Boyd

Terry Ann Boyd, our new Assistant Development Services Director (Code), started work with the Town last week. She may look familiar to some of you as she worked in Town as a code officer in 2019. Her current priority is to hire the remaining two members of her team. Afterward, she will discuss priorities with the Commission and present an updated procedural manual. We could not be more excited to welcome Terry-Ann back to Lauderdale-By-The-Sea and look forward to an updated and much-improved code department!

4. Farmers Market

Just a reminder, the Farmer's Market is back! Located at El Prado Park every Sunday through May, the Farmer's Market is a great place to gather and talk with neighbors while enjoying baked goods, a coffee and perhaps purchasing a gift for a friend.

5. Yoga on the Beach

Also back (almost) is Yoga on the Beach! Beginning in January, every Tuesday and Thursday at 7:00 a.m. enjoy yoga with your neighbors at El Prado Park. If there is inclement weather, the sessions move across the street to Jarvis Hall.

6. Florida Power and Light Communications

The communication between Florida Power and Light and the Town has been spotty at best. The situation came to a head when FPL required an easement to connect new construction was required and then delayed due to FPL providing outdated documents. Good news - the new documents were reviewed and the Town Attorney determined they were not significantly different than those approved by the Commission at your November meeting. The agreement has been executed and work is underway to complete the project. We have also scheduled monthly check-ins with our FPL liaison to assist us with other outstanding community issues with the company. Hopefully, these meetings will decrease the number of negative issues we have been experiencing with FPL, and not only will our relationship be improved, but work projects will be completed promptly. Special thanks to Representative LaMarca and Senator Pizzo for bringing our issues to the FPL leadership's attention.

7. Meeting Schedule

Type	Date	Time
Commission Meeting	January 14	6:30 p.m.
Special Magistrate Meeting	January 23	5:00 p.m.
Commission Meeting	January 28	6:30 p.m.

Recommendation:

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Visitor Center Quarterly Report

Explanation:

The following is a summary of the Visitor Center activity for third quarter 2024.

Quarter at a Glance:

- **More visits:** The 3rd quarter 2024 had just over **18% more visits** than the same period in 2023 (578 in 2024 vs. 473 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.
- **3rd Quarter 2024 Merchandise Sales:** Sales were very slow this quarter with only \$138 of merchandise sold.
- **Big Chair Pics:** The “big chair” continues to be a draw for visitors and locals. We sent **13** big chair photos for Social Media consideration in the 3rd Quarter.
- **Town Topic Sign Ups:** For the 3rd quarter we processed **14** forms. Both locals and visitors want to know what is happening in Town.
- **Chamber Referrals:** We had **two** Chamber referrals in the 3rd quarter.
- **Town Event Support:** The Visitor Center supported **Fourth of July** parade with 4 volunteers and a staff member.
- **Librarians:** We received several generous donations of books. We still need more books so please check your shelves.
- **New brochures/coupons:** The Center continues to curate new brochures, flyers and coupons for our locals and visitors.
- **Walking Map:** The town brochure or “walking map” is complete and ready for season. We delivered to most businesses and hotels.

Looking forward: We look forward to the winter season and supporting the Farmer’s Market and other events!

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 3rd quarter, Monday and Friday were the busiest days. Saturday continues to be staffed from 9am to Noon.

How Did You Hear About Us?

Q3 2024	Total Sign Ins	How?	Repeat	Sign	Local	Online	Walk By	Referral
	112	80	8.75%	12.50%	8.75%	22.50%	37.50%	10.00%

Month over Month:

Below is a **month-over-month** comparison of walk-in guests for 1st Quarter in 2023 vs. 2024.

Mos	2023	2024	24 Increase/'23
Jul	158	184	14.10%
Aug	178	238	25.2%
Sep	137	156	12.2%
Total	473	578	18.2%

International and Domestic Travelers:

Visitors in 3rd quarter were mainly FL, domestic or Canada. We also had several German guests.

Where?	Jul	Aug	Sep
Local/Florida	13	4	10
Out-of-State	18	18	16
Canada	4	7	2
Germany	1	3	1
Italy	0	1	0
UK		3	
Total	36	39	29

Part-Time and Volunteer Staff:

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

Q3 24	Part-Time	Volunteers	Total
	401	68.5	469.5

Merchandise Sales

With summer upon us, merchandise sales were very slow!

DiscoverLBTS.com:

The table below shows the most popular landing pages on Discoverlbts.com, with a period over period comparison. The large hits on the hotels page may indicate a strong visitor season!

	Q3 23	Q3 24	% Change
Landing Page	Jul-Sep	Jul-Sep	Jul-Sep
Events	5118	3908	-23.64%
Hotels	1480	16785	91.18%
Restaurants	438	576	23.96%
Diving/Snorkeling	1853	1811	-2.27%
Beaches/Parks	654	531	-18.81%

Recommendation: N/A

Exhibits: None



Agenda Item No: 8.c.

Town Commission Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: September 2024 Finance Report

Explanation: Presented is the preliminary September 2024 financial report which consists of the attached Revenue Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). This brings the Town to the end of the fiscal year.

At the end of September, the Town has completed 100% of fiscal year 2023/2024. The books for the fiscal year have not been closed, so the information presented in this report should be considered as preliminarily fiscal year-end operation results.

Recommendation: N/A

Exhibits:

1. September 2024 Report
2. Budget Report September 2024
3. Cash Investment Report-September 2024 -

The following is a summary of the preliminary fiscal year-end operating results:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 16,922,144.00	\$ 509,526.00	\$ 16,412,618.00	\$ 17,718,122.60	107.95%	\$ 15,452,596.75	94.15%	\$ 2,265,525.85
Building Fund	\$ 1,253,593.00	\$ 115,000.00	\$ 1,138,593.00	\$ 2,252,461.77	197.83%	\$ 2,014,267.61	176.91%	\$ 238,194.16
Sewer Fund	\$ 1,707,217.00	\$ 100,000.00	\$ 1,607,217.00	\$ 1,216,611.37	75.70%	\$ 1,400,253.72	87.12%	\$ (183,642.35)
Fire Fund	\$ 1,372,000.00	\$ 198,985.00	\$ 1,173,015.00	\$ 1,262,669.40	107.64%	\$ 1,044,869.85	89.08%	\$ 217,799.55
Capital Fund	\$ 4,176,905.00	\$ 2,171,905.00	\$ 2,005,000.00	\$ 3,264,291.92	162.81%	\$ 2,812,024.64	67.32%	\$ 452,267.28
Parking Fund	\$ 3,961,895.00	\$ 800,000.00	\$ 3,161,895.00	\$ 4,066,256.05	128.60%	\$ 3,595,536.06	90.75%	\$ 470,719.99
Grand Total	\$ 29,393,754.00	\$ 3,895,416.00	\$ 25,498,338.00	\$ 29,780,413.11		\$ 26,319,548.63		\$ 3,460,864.48

Notable items this month are as follows:

General Fund-001:

- When preparing the fiscal year budget, the Town budgets 95% of Ad Valorem Property Taxes and as you can see below, for the past several years the Town has collected approximately 1% over the budgeted amount.
 - FY2020 collected 101.07%, FY2021-101.58%, FY2022-101.29%, FY2023-101.24% and FY2024-101.60%

Revenues sources, such as utility taxes, franchise taxes, licenses & permits and fines & forfeitures, collectively outperformed projections by approximately \$700K. Actual expenditures in areas like visitors center, town attorney, tourism & community outreach were less than budgeted showcasing effective cost management.

Building Fund-102:

- Building permits and inspection fees collected more than budget and since building permit services have a direct correlation, these also had an increase. Overall, the building fund will have an estimated unaudited positive effect on the fund balance by approximately \$238K. This is due to an increase in the number of permits issued and the cost of the projects being a bit higher than prior year. For FY25, staff recommends an allocation of \$500K from the Building Fund for the public safety building project.

Sewer Fund-103:

- Sewer Fund revenues for the year were below the budgeted amount by approximately \$398K.
- Expenditures were less than budgeted amount. As a result, there will be a decrease of approximately \$183K in the Sewer Fund Balance.
- Pompano Beach has increased sewer rates for the past several years, but the Town has kept the sewer rates steady. The Town is at the point where it has spent more than has been collected. These rates will have to be revisited next year.

Fire Fund-115:

- Actual Fire Assessment Revenues for the year exceeded the budget by \$19K.
- The Fire Fund expenditures were less than amount budgeted; therefore, the fund balance will increase by approximately \$217K.

Capital Projects Fund-300:

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

SEPTEMBER, 2024 REPORT INFORMATION					
<u>CIP Projects</u>	<u>Budget</u>	<u>YTD Expenditures</u>	<u>September Expenditures</u>	<u>% Completion</u>	<u>Comments</u>
75th Anniversary Art Installation	\$ 125,000.00	\$ 6,154.80	\$ 3,054.80	4.92%	Payment made to Architectural Alliance. \$100K carried over into FY25 for 75th Anniversary Garden
Downtown Enhancement	\$ 2,000,000.00	\$ 1,852,737.52	\$ -	92.64%	Project completed in FY24.
Opticome Emergency Vehicle System	\$ 75,000.00	\$ -	\$ -	0.00%	Project was not done in FY24.
Bel-Air-Seawall Repair	\$ 366,678.00	\$ 342,310.30	\$ -	93.35%	Project completed in FY24.
Canal Dredging	\$ 75,000.00	\$ 50,426.51	\$ -	67.24%	Project completed in FY24.
Storm Water Rate Study	\$ 65,000.00	\$ -	\$ -	0.00%	Project carried over to FY25.
Beach Renourishment	\$ 116,667.00	\$ 116,967.62	\$ -	100.26%	Payment completed in FY24. Additional payment in FY25.
Pedestrian Amenities	\$ 75,000.00	\$ 71,624.55	\$ -	95.50%	Project completed in FY24.
Friedt Park	\$ 700,000.00	\$ -	\$ -	0.00%	Project carried over to FY25.
El Mar Drive	\$ 300,000.00	\$ 191,931.44	\$ -	63.98%	Project completed in FY24.
Entry Feature & Traffic Calm	\$ 150,000.00	\$ 61,375.01	\$ 34,727.70	40.92%	Payment made to Traffic and Parking Control Co., Inc. Project continued in FY25.
Totals:	\$ 4,048,345.00	\$ 2,693,527.75	\$ 37,782.50		

Parking Fund-310:

- Parking Fund revenues were strong as PILOP payments and parking fines each exceeded budget by approximately \$340K; all parking lots and meters also exceeded budget amount by approximately \$500K.
- Overall expenditures came in at \$3.6M. This includes a payment of \$1.6M for parking lot purchase and a transfer to CIP OF \$1M. Taking this into consideration actual parking operations came in at approximately \$1M.
- Below is a breakdown of revenue by lots with the last column being for the month of September. There was a significant increase of 19.21% from September of prior fiscal year.

	<u>May, 2024</u>		<u>June, 2024</u>		<u>July, 2024</u>		<u>August, 2024</u>		<u>September, 2024</u>	
South Ocean	\$ 26,793.03	\$ 14,896.88	\$ 18,443.42	\$ 301.12	\$ 29,045.28	\$ 2,294.32	\$ 18,510.64	\$ (4,852.68)	\$ 17,552.24	\$ 96.90
Ocean Front Meters	\$ 45,410.24	\$ (25,707.98)	\$ 41,186.17	\$ (2,725.95)	\$ 54,487.50	\$ 4,705.01	\$ 43,724.05	\$ 2,293.33	\$ 46,531.01	\$ 15,117.27
Commercial Blvd. Meters	\$ 10,676.00	\$ (1,435.88)	\$ 7,692.70	\$ (1,300.40)	\$ 9,617.65	\$ 1,525.61	\$ 9,771.40	\$ 509.85	\$ 12,251.39	\$ 4,837.10
Parking Meters-Beach	\$ 22,871.42	\$ (2,449.25)	\$ 16,200.56	\$ (2,939.38)	\$ 26,446.35	\$ 3,378.94	\$ 17,902.33	\$ (3,793.09)	\$ 18,048.88	\$ 2,497.36
Palm Portal-FDG	\$ 16,561.88	\$ 324.49	\$ 11,816.00	\$ 66.20	\$ 17,589.68	\$ 1,624.77	\$ 11,800.50	\$ (2,866.93)	\$ 13,138.09	\$ 3,056.22
El Prado Parking Lot	\$ 62,871.50	\$ (7,627.54)	\$ 36,881.40	\$ (8,364.81)	\$ 65,122.70	\$ 9,235.30	\$ 42,209.18	\$ (16,265.03)	\$ 45,081.50	\$ 3,255.88
Town Hall Parking Lot	\$ 5,438.15	\$ 647.71	\$ 1,424.72	\$ (79.97)	\$ 2,639.37	\$ (1,535.92)	\$ 1,301.17	\$ (349.91)	\$ 2,011.03	\$ 873.06
El Mar Parking Lot	\$ 25,889.63	\$ (5,370.42)	\$ 21,619.84	\$ (1,018.80)	\$ 28,420.92	\$ 3,706.33	\$ 24,601.42	\$ (190.49)	\$ 23,515.65	\$ 5,226.90
A1A Parking Lot	\$ 66,909.43	\$ (5,654.80)	\$ 42,469.63	\$ (4,297.09)	\$ 67,068.47	\$ 4,031.80	\$ 47,597.98	\$ (11,522.48)	\$ 40,296.14	\$ 675.24
Bougainvillea/PoINCIana	\$ 28,725.75	\$ 984.28	\$ 17,525.43	\$ (669.10)	\$ 26,515.76	\$ 2,832.89	\$ 17,506.18	\$ (3,369.83)	\$ 18,862.19	\$ 2,604.73
Monthly Total:	<u>\$ 312,147.03</u>		<u>\$ 215,259.87</u>		<u>\$ 326,953.68</u>		<u>\$ 234,924.85</u>		<u>\$ 237,288.12</u>	
<i>Difference from last year \$:</i>	\$ (31,392.51)		\$ (21,028.18)		\$ 31,799.05		\$ (40,407.26)		\$ 38,240.66	
<i>Difference from last year %:</i>	-9.14%		-8.90%		10.77%		-14.68%		19.21%	

The top producing lots for September, 2024 were:

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

In addition to the detailed information of parking revenues, the following chart shows the collection of parking fines. In addition to the front desk, the Town utilizes One Parking to collect parking fines and RTR Financial Services, Inc. (collection agency) to assist with the past due uncollected parking fines.

Parking Fines	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024
	\$ 33,075.04	\$ 30,516.50	\$ 30,920.89	\$ 45,304.15	\$ 29,760.20	\$ 33,059.59

Note: Collection for September includes \$3,208.33 collected by RTR Financial Services.



Lauderdale-By-The-Sea, FL

Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 09/30/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Department: 000000 - Assigned						
001-000000-380200 Appropriated Fund Balance	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00 %
Department: 000000 - Assigned Total:	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	12,550,550.00	12,550,550.00	2,620.90	12,751,524.46	200,974.46	101.60 %
Department: 301000 - Ad Valorem Property Taxes Total:	12,550,550.00	12,550,550.00	2,620.90	12,751,524.46	200,974.46	101.60%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	966,700.00	966,700.00	210,652.94	1,115,530.16	148,830.16	115.40 %
001-301100-311440 Gas Utility Tax	22,000.00	22,000.00	2,248.99	20,845.68	-1,154.32	94.75 %
001-301100-314300 Water Utility Tax	182,000.00	182,000.00	42,468.85	209,364.80	27,364.80	115.04 %
Department: 301100 - Utility Taxes Total:	1,170,700.00	1,170,700.00	255,370.78	1,345,740.64	175,040.64	114.95%
Department: 301600 - Francise Taxes						
001-301600-313100 Fl Power & Light Franchise	663,000.00	663,000.00	141,190.72	777,056.66	114,056.66	117.20 %
001-301600-313300 Waste Franchise Collection	156,999.00	156,999.00	20,025.16	152,248.23	-4,750.77	96.97 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	0.00	0.00	-9,000.00	0.00 %
001-301600-313400 Gas Franchise	22,000.00	22,000.00	2,170.81	20,823.03	-1,176.97	94.65 %
001-301600-313600 Towing Franchise Fees	800.00	800.00	0.00	0.00	-800.00	0.00 %
Department: 301600 - Francise Taxes Total:	851,799.00	851,799.00	163,386.69	950,127.92	98,328.92	111.54%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,000.00	100,000.00	5,036.85	100,597.93	597.93	100.60 %
001-302000-321110 Sidewalk Cafe Row	40,000.00	40,000.00	28,857.80	84,803.06	44,803.06	212.01 %
001-302000-322150 Miscellaneous Permits	500.00	500.00	50.00	923.16	423.16	184.63 %
001-302000-322250 Zoning Permit & Fees	2,500.00	2,500.00	30.00	470.00	-2,030.00	18.80 %
001-302000-322400 Sign Permits	2,000.00	2,000.00	160.00	960.00	-1,040.00	48.00 %
Department: 302000 - Licenses & Permits Total:	145,000.00	145,000.00	34,134.65	187,754.15	42,754.15	129.49%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	180,000.00	180,000.00	17,290.43	223,182.93	43,182.93	123.99 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	293.66	10,629.58	-6,070.42	63.65 %
001-303000-311180 Sales Tax	500,000.00	500,000.00	74,450.61	495,362.83	-4,637.17	99.07 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,500.00	67,500.00	4,974.84	60,680.21	-6,819.79	89.90 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	48,000.00	48,000.00	3,416.79	42,597.92	-5,402.08	88.75 %
001-303000-315100 Communication Service Tax	325,000.00	325,000.00	46,814.99	291,270.12	-33,729.88	89.62 %
001-303000-334915 Fdot-reimbursable Grant	34,384.00	34,384.00	35,415.36	35,415.36	1,031.36	103.00 %
Department: 303000 - Intergovernmental Revenues Total:	1,171,584.00	1,171,584.00	182,656.68	1,159,138.95	-12,445.05	98.94%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
001-304000-347500 Tennis - Shuffle Key	12,850.00	12,850.00	240.00	13,340.00	490.00	103.81 %
Department: 304000 - Charges for Services Total:	14,850.00	14,850.00	240.00	13,340.00	-1,510.00	89.83%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	6,451.77	41,168.35	9,168.35	128.65 %
001-305000-354160 Code Enforcement Fines	25,000.00	25,000.00	30,200.00	109,885.00	84,885.00	439.54 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
Department: 305000 - Fines & Forfeitures Total:	60,000.00	60,000.00	36,651.77	151,053.35	91,053.35	251.76%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	25,000.00	25,000.00	127,478.69	708,664.04	683,664.04	2,834.66 %
001-306000-362000 Rent/lease Royalties	120,000.00	120,000.00	12,000.00	128,400.00	8,400.00	107.00 %
001-306000-365400 Recycling Revenue	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-306000-366100 Donations	10,000.00	10,000.00	15,000.00	32,471.00	22,471.00	324.71 %
001-306000-369100 Miscellaneous Revenues	101,135.00	101,135.00	25,531.78	81,618.90	-19,516.10	80.70 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	700.00	6,435.00	-8,565.00	42.90 %
001-306000-369201	Miscellaneous Merchandisesales	5,000.00	5,000.00	0.00	5,797.12	797.12	115.94 %
001-306000-369250	Recreational Activities Fee	1,500.00	1,500.00	-410.00	19,652.60	18,152.60	1,310.17 %
001-306000-369500	miscellaneous Lobbyist	500.00	500.00	0.00	550.00	50.00	110.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	25,854.47	10,854.47	172.36 %
Department: 306000 - Miscellaneous Revenues Total:		298,135.00	298,135.00	180,300.47	1,009,443.13	711,308.13	338.59%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	122,556.00	122,556.00	39,240.58	114,466.67	8,089.33	93.40 %
001-511000-500210	Employer Fica Taxes	9,491.00	9,491.00	1,092.54	6,451.88	3,039.12	67.98 %
001-511000-500220	Retirement	55,124.00	55,124.00	7,568.63	55,360.24	-236.24	100.43 %
001-511000-500230	Group Insurance	80,000.00	80,000.00	2,167.82	53,591.22	26,408.78	66.99 %
001-511000-500345	Contractual Services	7,300.00	7,300.00	618.75	5,451.50	1,848.50	74.68 %
001-511000-500510	Office Supplies	1,500.00	1,500.00	0.00	1,133.80	366.20	75.59 %
001-511000-500512	Elections	20,000.00	20,000.00	0.00	5,399.42	14,600.58	27.00 %
001-511000-500540	Dues & Subscriptions	3,000.00	3,000.00	0.00	2,283.72	716.28	76.12 %
001-511000-500545	Training	6,000.00	6,000.00	1,275.34	10,802.13	-4,802.13	180.04 %
001-511000-500550	Operating Expenses	15,200.00	15,200.00	826.02	17,608.67	-2,408.67	115.85 %
Department: 511000 - Commission Total:		320,171.00	320,171.00	52,789.68	272,549.25	47,621.75	85.13%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	66,500.00	66,500.00	0.00	66,500.00	0.00	100.00 %
Department: 511100 - Donation-Non Profits Total:		66,500.00	66,500.00	0.00	66,500.00	0.00	100.00%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	76,967.00	76,967.00	15,889.59	48,185.12	28,781.88	62.60 %
001-511200-500210	Employer Fica Taxes	5,966.00	5,966.00	1,215.58	3,686.21	2,279.79	61.79 %
001-511200-500220	Retirement	13,130.00	13,130.00	4,290.23	9,002.92	4,127.08	68.57 %
001-511200-500230	Group Insurance	3,000.00	3,000.00	0.00	4,078.94	-1,078.94	135.96 %
001-511200-500340	Sewer/wastewater	4,200.00	4,200.00	0.00	2,871.07	1,328.93	68.36 %
001-511200-500345	Contractual Services	10,000.00	10,000.00	0.00	415.09	9,584.91	4.15 %
001-511200-500430	Electric Service	2,000.00	2,000.00	143.57	1,364.20	635.80	68.21 %
001-511200-500431	Water Service	5,050.00	5,050.00	0.00	4,070.12	979.88	80.60 %
001-511200-500463	Service Maintenance Contracts	3,000.00	3,000.00	78.56	1,368.31	1,631.69	45.61 %
001-511200-500495	Special Events	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511200-500506	Printing & Binding	5,775.00	5,775.00	0.00	1,912.78	3,862.22	33.12 %
001-511200-500520	Bldg. Maintenance	10,000.00	10,000.00	0.00	1,340.31	8,659.69	13.40 %
001-511200-500550	Operating Expenses	8,050.00	8,050.00	5,495.57	8,050.00	0.00	100.00 %
Department: 511200 - Visitor Center Total:		148,638.00	148,638.00	27,113.10	86,345.07	62,292.93	58.09%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	633,527.00	633,527.00	65,079.98	665,655.95	-32,128.95	105.07 %
001-513000-500140	Overtime Salaries	4,000.00	4,000.00	273.08	5,306.21	-1,306.21	132.66 %
001-513000-500210	Employer Fica Taxes	48,962.00	48,962.00	5,982.19	47,951.10	1,010.90	97.94 %
001-513000-500220	Retirement	147,570.00	147,570.00	6,030.60	174,775.46	-27,205.46	118.44 %
001-513000-500230	Group Insurance	135,000.00	135,000.00	8,997.37	116,860.54	18,139.46	86.56 %
001-513000-500315	Professional Services	34,500.00	34,500.00	0.00	1,700.00	32,800.00	4.93 %
001-513000-500320	Audit Expense	47,000.00	47,000.00	3,000.00	39,500.00	7,500.00	84.04 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	249.00	1,561.44	3,438.56	31.23 %
001-513000-500345	Contractual Services	52,900.00	52,900.00	15,554.60	74,938.01	-22,038.01	141.66 %
001-513000-500463	Service Maintenance Contracts	53,973.00	53,973.00	4,687.40	47,856.87	6,116.13	88.67 %
001-513000-500506	Printing & Binding	4,200.00	4,200.00	0.00	1,091.90	3,108.10	26.00 %
001-513000-500508	Postage	6,500.00	6,500.00	-301.25	5,568.12	931.88	85.66 %
001-513000-500510	Office Supplies	8,000.00	8,000.00	242.56	11,567.02	-3,567.02	144.59 %
001-513000-500525	Uniform Expense	500.00	500.00	0.00	529.89	-29.89	105.98 %
001-513000-500540	Dues & Subscriptions	9,675.00	9,675.00	1,177.49	6,469.79	3,205.21	66.87 %
001-513000-500545	Training	22,000.00	22,000.00	1,340.45	13,257.10	8,742.90	60.26 %
001-513000-500550	Operating Expenses	23,750.00	23,750.00	-506.63	24,420.81	-670.81	102.82 %
Department: 513000 - Administration Total:		1,237,057.00	1,237,057.00	111,806.84	1,239,010.21	-1,953.21	100.16%
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	360,000.00	360,000.00	74,099.04	308,358.37	51,641.63	85.66 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-514000-500314	Litigation	98,000.00	98,000.00	0.00	2,121.40	95,878.60	2.16 %
Department: 514000 - Town Attorney Total:		458,000.00	458,000.00	74,099.04	310,479.77	147,520.23	67.79%
Department: 519000 - General							
001-519000-500311	Advertisements	7,500.00	7,500.00	0.00	1,712.69	5,787.31	22.84 %
001-519000-500315	Professional Services	260,500.00	260,500.00	21,527.98	251,618.57	8,881.43	96.59 %
001-519000-500345	Contractual Services	100,700.00	100,700.00	195.00	52,913.09	47,786.91	52.55 %
001-519000-500349	Community Mobility Services	250,000.00	250,000.00	19,734.24	236,810.88	13,189.12	94.72 %
001-519000-500451	Auto, Property & Liability Ins	279,500.00	279,500.00	0.00	248,189.66	31,310.34	88.80 %
001-519000-500452	Workers Compensation Insur	82,000.00	82,000.00	0.00	50,067.00	31,933.00	61.06 %
001-519000-500463	Service Maintenance Contracts	22,000.00	22,000.00	0.00	16,754.39	5,245.61	76.16 %
001-519000-500497	Contingency	100,000.00	100,000.00	8,880.00	37,071.76	62,928.24	37.07 %
001-519000-500506	Printing & Binding	0.00	0.00	58.86	58.86	-58.86	0.00 %
001-519000-500525	Uniform Expense	225.00	225.00	0.00	0.00	225.00	0.00 %
001-519000-500550	Operating Expenses	92,000.00	92,000.00	12,901.93	65,203.54	26,796.46	70.87 %
001-519000-500552	Recycling And Solid Waste Exp	60,000.00	60,000.00	7,705.36	52,715.32	7,284.68	87.86 %
Department: 519000 - General Total:		1,254,425.00	1,254,425.00	71,003.37	1,013,115.76	241,309.24	80.76%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	139,769.00	139,769.00	9,863.24	70,755.70	69,013.30	50.62 %
001-519100-500140	Overtime Salaries	5,000.00	5,000.00	0.00	715.65	4,284.35	14.31 %
001-519100-500210	Employer Fica Taxes	11,113.00	11,113.00	755.05	5,471.32	5,641.68	49.23 %
001-519100-500220	Retirement	19,713.00	19,713.00	741.00	9,780.03	9,932.97	49.61 %
001-519100-500230	Group Insurance	30,000.00	30,000.00	1,024.72	14,555.19	15,444.81	48.52 %
001-519100-500311	Advertisements	23,000.00	23,000.00	1,000.00	8,670.00	14,330.00	37.70 %
001-519100-500315	Professional Services	60,000.00	60,000.00	42.67	2,242.50	57,757.50	3.74 %
001-519100-500345	Contractual Services	6,524.00	6,524.00	22.17	-563.23	7,087.23	-8.63 %
001-519100-500347	Programs	10,300.00	10,300.00	0.00	7,170.24	3,129.76	69.61 %
001-519100-500495	Special Events	240,800.00	240,800.00	17,554.61	187,488.61	53,311.39	77.86 %
001-519100-500506	Printing & Binding	12,000.00	12,000.00	409.00	8,431.30	3,568.70	70.26 %
001-519100-500540	Dues & Subscriptions	2,800.00	2,800.00	0.00	2,192.75	607.25	78.31 %
001-519100-500545	Training	0.00	0.00	0.00	101.15	-101.15	0.00 %
001-519100-500550	Operating Expenses	1,250.00	1,250.00	0.00	171.04	1,078.96	13.68 %
Department: 519100 - Tourism and Community Outreach Total:		562,269.00	562,269.00	31,412.46	317,182.25	245,086.75	56.41%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	1,537.37	77,820.82	2,179.18	97.28 %
001-521000-500345	Contractual Services	5,998,142.00	5,998,142.00	499,844.92	5,862,002.35	136,139.65	97.73 %
001-521000-500352	Contract Services	7,000.00	7,000.00	0.00	4,996.19	2,003.81	71.37 %
001-521000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	607.34	1,392.66	30.37 %
001-521000-500550	Operating Expenses	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
001-521000-500640	Capital Outlay - Equip't & Mach	12,000.00	12,000.00	0.00	9,788.84	2,211.16	81.57 %
Department: 521000 - Police Department Total:		6,106,142.00	6,106,142.00	501,382.29	5,955,215.54	150,926.46	97.53%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	460,000.00	460,000.00	40,250.00	471,499.98	-11,499.98	102.50 %
Department: 523000 - Emergency Medical Services Total:		460,000.00	460,000.00	40,250.00	471,499.98	-11,499.98	102.50%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	281,794.00	281,794.00	37,640.24	274,675.06	7,118.94	97.47 %
001-524000-500140	Overtime Salaries	7,000.00	7,000.00	351.11	1,180.81	5,819.19	16.87 %
001-524000-500210	Employer Fica Taxes	21,825.00	21,825.00	2,948.99	21,773.21	51.79	99.76 %
001-524000-500220	Retirement	56,454.00	56,454.00	3,382.88	61,595.69	-5,141.69	109.11 %
001-524000-500230	Group Insurance	71,000.00	71,000.00	4,135.84	56,907.63	14,092.37	80.15 %
001-524000-500315	Professional Services	55,000.00	55,000.00	2,489.10	10,350.39	44,649.61	18.82 %
001-524000-500345	Contractual Services	321,325.00	321,325.00	2,645.00	236,161.01	85,163.99	73.50 %
001-524000-500462	Fuel	0.00	0.00	879.27	1,802.93	-1,802.93	0.00 %
001-524000-500463	Service Maintenance Contracts	9,500.00	9,500.00	0.00	1,662.85	7,837.15	17.50 %
001-524000-500506	Printing & Binding	4,000.00	4,000.00	903.00	2,975.04	1,024.96	74.38 %
001-524000-500508	Postage	4,200.00	4,200.00	301.25	1,730.92	2,469.08	41.21 %
001-524000-500510	Office Supplies	3,200.00	3,200.00	681.27	4,154.53	-954.53	129.83 %
001-524000-500525	Uniform Expense	600.00	600.00	0.00	230.15	369.85	38.36 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500540	Dues & Subscriptions	6,000.00	6,000.00	0.00	1,620.88	4,379.12	27.01 %
001-524000-500545	Training	7,500.00	7,500.00	2,060.46	4,366.02	3,133.98	58.21 %
001-524000-500550	Operating Expenses	12,000.00	12,000.00	505.29	11,993.40	6.60	99.95 %
Department: 524000 - Development Services Total:		861,398.00	861,398.00	58,923.70	693,180.52	168,217.48	80.47%
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	1,071,315.00	1,071,315.00	138,198.46	981,620.99	89,694.01	91.63 %
001-541100-500140	Overtime Salaries	65,000.00	65,000.00	4,134.11	45,592.48	19,407.52	70.14 %
001-541100-500210	Employer Fica Taxes	83,103.00	83,103.00	11,101.70	80,454.12	2,648.88	96.81 %
001-541100-500220	Retirement	163,094.00	163,094.00	11,565.45	168,975.55	-5,881.55	103.61 %
001-541100-500230	Group Insurance	285,000.00	285,000.00	20,186.44	255,942.80	29,057.20	89.80 %
001-541100-500315	Professional Services	50,000.00	50,000.00	0.00	41,552.96	8,447.04	83.11 %
001-541100-500340	Sewer/wastewater	18,000.00	18,000.00	0.00	13,664.78	4,335.22	75.92 %
001-541100-500345	Contractual Services	744,800.00	744,800.00	58,100.50	531,794.01	213,005.99	71.40 %
001-541100-500410	Communications	60,000.00	60,000.00	8,591.76	80,018.70	-20,018.70	133.36 %
001-541100-500430	Electric Service	58,000.00	58,000.00	5,838.33	54,611.54	3,388.46	94.16 %
001-541100-500431	Water Service	180,000.00	180,000.00	11,369.66	238,800.37	-58,800.37	132.67 %
001-541100-500433	Electric Service-streets	70,000.00	70,000.00	5,050.41	62,473.35	7,526.65	89.25 %
001-541100-500445	Equip Rent/lease	20,000.00	20,000.00	500.15	20,971.07	-971.07	104.86 %
001-541100-500460	Equipment Maintenance	40,000.00	40,000.00	2,620.90	50,090.58	-10,090.58	125.23 %
001-541100-500461	Vehicle Maintenance	20,000.00	20,000.00	937.96	43,952.44	-23,952.44	219.76 %
001-541100-500462	Fuel	60,000.00	60,000.00	3,828.45	36,084.99	23,915.01	60.14 %
001-541100-500463	Service Maintenance Contracts	21,000.00	21,000.00	2,082.01	31,735.20	-10,735.20	151.12 %
001-541100-500469	Buoy Maintenance	17,000.00	17,000.00	0.00	3,590.00	13,410.00	21.12 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	107,500.00	107,500.00	5,200.00	49,250.86	58,249.14	45.81 %
001-541100-500508	Postage	600.00	600.00	0.00	0.00	600.00	0.00 %
001-541100-500510	Office Supplies	1,500.00	1,500.00	0.00	445.44	1,054.56	29.70 %
001-541100-500520	Bldg. Maintenance	125,500.00	125,500.00	24,774.40	128,142.42	-2,642.42	102.11 %
001-541100-500525	Uniform Expense	20,000.00	20,000.00	3,264.14	39,086.02	-19,086.02	195.43 %
001-541100-500529	Street Light Maintenance	55,000.00	55,000.00	2,256.11	31,038.08	23,961.92	56.43 %
001-541100-500530	Street Maint Repair Supply	100,000.00	100,000.00	3,599.66	55,473.51	44,526.49	55.47 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	2,654.74	50,798.20	-798.20	101.60 %
001-541100-500532	Signs	12,500.00	12,500.00	1,132.24	12,973.63	-473.63	103.79 %
001-541100-500534	Sidewalk Maint Repair	12,500.00	12,500.00	0.00	16,111.98	-3,611.98	128.90 %
001-541100-500535	Flags	3,000.00	3,000.00	0.00	8,376.87	-5,376.87	279.23 %
001-541100-500536	Sea Oats	10,000.00	10,000.00	162.00	4,977.00	5,023.00	49.77 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	0.00	2,405.00	-120.00	105.25 %
001-541100-500545	Training	8,000.00	8,000.00	4,958.35	6,797.30	1,202.70	84.97 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500550	Operating Expenses	145,000.00	145,000.00	9,886.25	183,749.12	-38,749.12	126.72 %
001-541100-500624	Capital Outlay-bldg. Improvemt	68,000.00	68,000.00	3,042.68	5,745.68	62,254.32	8.45 %
001-541100-500640	Capital Outlay - Equipt & Mach	20,000.00	20,000.00	3,393.34	19,793.46	206.54	98.97 %
001-541100-500644	Capital Outlay-vehicles	53,447.00	53,447.00	3,602.88	54,421.04	-974.04	101.82 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		3,834,144.00	3,834,144.00	352,033.08	3,411,511.54	422,632.46	88.98%
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	110,000.00	110,000.00	8,152.08	106,420.03	3,579.97	96.75 %
001-572000-500463	Service Maintenance Contracts	2,400.00	2,400.00	144.14	2,106.33	293.67	87.76 %
001-572000-500510	Office Supplies	1,000.00	1,000.00	0.00	914.60	85.40	91.46 %
Department: 572000 - Recreation Total:		113,400.00	113,400.00	8,296.22	109,440.96	3,959.04	96.51%
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	100,000.00	100,000.00	0.00	100,000.00	0.00	100.00 %
001-581100-380115	Transfer From Fire - Oh Costs	50,000.00	50,000.00	0.00	50,000.00	0.00	100.00 %
001-581100-500910	Transfer To Cip Fund	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Surplus (Deficit):		-1,350,000.00	-1,350,000.00	0.00	-1,350,000.00	0.00	100.00%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-473,747.84	2,272,091.75	2,272,091.75	0.00%

Budget Report

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	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - Special Revenue-Police Conf						
Department: 521100 - Police Dept. Confiscated						
101-521100-500550 Operating Expenses	0.00	0.00	0.00	15,461.12	-15,461.12	0.00 %
Department: 521100 - Police Dept. Confiscated Total:	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 102 - Building Fund						
Department: 000000 - Assigned						
102-000000-380200 Appropriated Fund Balance	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00 %
Department: 000000 - Assigned Total:	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00%
Department: 302100 - Building Permit and Inpection						
102-302100-322100 Building Permits	1,088,593.00	1,088,593.00	466,173.19	2,252,365.68	1,163,772.68	206.91 %
102-302100-322105 Fire Plan Review Fees	50,000.00	50,000.00	-7,028.51	-14,330.82	-64,330.82	28.66 %
102-302100-322106 Building Recording Fee	0.00	0.00	0.00	61.00	61.00	0.00 %
Department: 302100 - Building Permit and Inpection Total:	1,138,593.00	1,138,593.00	459,144.68	2,238,095.86	1,099,502.86	196.57%
Department: 524100 - Building						
102-524100-500120 Regular Salaries	113,896.00	113,896.00	12,064.44	103,241.80	10,654.20	90.65 %
102-524100-500210 Employer Fica Taxes	8,713.00	8,713.00	936.70	7,890.84	822.16	90.56 %
102-524100-500220 Retirement	26,984.00	26,984.00	2,919.86	23,792.70	3,191.30	88.17 %
102-524100-500230 Group Insurance	30,000.00	30,000.00	267.82	23,267.98	6,732.02	77.56 %
102-524100-500315 Professional Services	100,000.00	100,000.00	7,987.89	45,271.83	54,728.17	45.27 %
102-524100-500345 Contractual Services	70,000.00	70,000.00	13,689.14	47,262.54	22,737.46	67.52 %
102-524100-500402 Building Permit Services	800,000.00	800,000.00	733,550.34	1,658,324.09	-858,324.09	207.29 %
102-524100-500463 Service Maintenance Contracts	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
102-524100-500550 Operating Expenses	1,500.00	1,500.00	744.80	3,763.83	-2,263.83	250.92 %
102-524100-500640 Capital Outlay - Equipt & Mach	0.00	0.00	0.00	1,452.00	-1,452.00	0.00 %
102-524100-581001 Transfer To GF-OH Costs	100,000.00	100,000.00	0.00	100,000.00	0.00	100.00 %
Department: 524100 - Building Total:	1,253,593.00	1,253,593.00	772,160.99	2,014,267.61	-760,674.61	160.68%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	-313,016.31	223,828.25	223,828.25	0.00%
Fund: 103 - Sewer Fund						
Department: 000000 - Assigned						
103-000000-380200 Appropriated Fund Balance	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Department: 000000 - Assigned Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00%
Department: 304000 - Charges for Services						
103-304000-343500 Sewer Fees	1,605,217.00	1,605,217.00	180,063.38	1,206,583.72	-398,633.28	75.17 %
Department: 304000 - Charges for Services Total:	1,605,217.00	1,605,217.00	180,063.38	1,206,583.72	-398,633.28	75.17%
Department: 306000 - Miscellaneous Revenues						
103-306000-361100 Interest Earnings	2,000.00	2,000.00	0.00	10,027.65	8,027.65	501.38 %
Department: 306000 - Miscellaneous Revenues Total:	2,000.00	2,000.00	0.00	10,027.65	8,027.65	501.38%
Department: 535000 - Sanitary Sewers						
103-535000-500120 Regular Salaries	107,528.00	107,528.00	12,968.65	102,545.54	4,982.46	95.37 %
103-535000-500140 Overtime Salaries	6,000.00	6,000.00	1,098.89	8,569.30	-2,569.30	142.82 %
103-535000-500210 Employer Fica Taxes	8,226.00	8,226.00	1,082.66	8,377.84	-151.84	101.85 %
103-535000-500220 Retirement	22,213.00	22,213.00	3,697.58	23,338.16	-1,125.16	105.07 %
103-535000-500230 Group Insurance	17,500.00	17,500.00	131.55	12,906.94	4,593.06	73.75 %
103-535000-500340 Sewer/wastewater	975,000.00	975,000.00	80,055.10	919,230.15	55,769.85	94.28 %
103-535000-500345 Contractual Services	60,000.00	60,000.00	1,800.88	11,210.30	48,789.70	18.68 %
103-535000-500430 Electric Service	28,000.00	28,000.00	1,461.88	21,829.77	6,170.23	77.96 %
103-535000-500431 Water Service	500.00	500.00	74.02	394.49	105.51	78.90 %
103-535000-500459 Sewer Line Maintenance	300,000.00	300,000.00	10,635.46	230,251.23	69,748.77	76.75 %
103-535000-500465 Pump Station Maintenance	3,000.00	3,000.00	0.00	3,600.00	-600.00	120.00 %
103-535000-500497 Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506 Printing & Binding	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
103-535000-500550 Operating Expenses	2,250.00	2,250.00	0.00	0.00	2,250.00	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 09/30/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
103-535000-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	58,000.00	17,000.00	77.33 %
Department: 535000 - Sanitary Sewers Total:	1,707,217.00	1,707,217.00	113,006.67	1,400,253.72	306,963.28	82.02%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	67,056.71	-183,642.35	-183,642.35	0.00%
Fund: 115 - Fire Fund						
Department: 000000 - Assigned						
115-000000-380203 Appropriation From Fire Fund	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00 %
Department: 000000 - Assigned Total:	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00%
Department: 301050 - Fire Assessment						
115-301050-311200 Property Tax-fire Assessment	1,135,015.00	1,135,015.00	334.84	1,154,893.86	19,878.86	101.75 %
Department: 301050 - Fire Assessment Total:	1,135,015.00	1,135,015.00	334.84	1,154,893.86	19,878.86	101.75%
Department: 304000 - Charges for Services						
115-304000-342210 Fire Inspection Fees	37,000.00	37,000.00	5,739.50	99,512.23	62,512.23	268.95 %
Department: 304000 - Charges for Services Total:	37,000.00	37,000.00	5,739.50	99,512.23	62,512.23	268.95%
Department: 306000 - Miscellaneous Revenues						
115-306000-361100 Interest Earnings	1,000.00	1,000.00	0.00	8,213.31	7,213.31	821.33 %
115-306000-369100 Miscellaneous Revenues	0.00	0.00	0.00	50.00	50.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:	1,000.00	1,000.00	0.00	8,263.31	7,263.31	826.33%
Department: 522000 - Fire Department						
115-522000-500315 Professional Services	74,000.00	74,000.00	869.20	20,584.51	53,415.49	27.82 %
115-522000-500345 Contractual Services	940,000.00	940,000.00	82,250.00	963,500.04	-23,500.04	102.50 %
115-522000-500520 Bldg. Maintenance	2,000.00	2,000.00	47.70	1,940.30	59.70	97.02 %
115-522000-500624 Capital Outlay-bldg. Improvemt	306,000.00	306,000.00	8,845.00	8,845.00	297,155.00	2.89 %
115-522000-500912 Transfer To General Fund	50,000.00	50,000.00	0.00	50,000.00	0.00	100.00 %
Department: 522000 - Fire Department Total:	1,372,000.00	1,372,000.00	92,011.90	1,044,869.85	327,130.15	76.16%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-85,937.56	217,799.55	217,799.55	0.00%
Fund: 300 - Capital Project Fund						
Department: 000000 - Assigned						
300-000000-380200 Appropriated Fund Balance	1,371,905.00	1,371,905.00	0.00	0.00	-1,371,905.00	0.00 %
300-000000-380204 Appropriated From El Mar Reser	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
300-000000-380207 Appropriated From General Fund	500,000.00	500,000.00	0.00	0.00	-500,000.00	0.00 %
Department: 000000 - Assigned Total:	2,171,905.00	2,171,905.00	0.00	0.00	-2,171,905.00	0.00%
Department: 306000 - Miscellaneous Revenues						
300-306000-361100 Interest Earnings	5,000.00	5,000.00	0.00	8,104.13	3,104.13	162.08 %
300-306000-369100 Miscellaneous Revenues	0.00	0.00	0.00	756,187.79	756,187.79	0.00 %
Department: 306000 - Miscellaneous Revenues Total:	5,000.00	5,000.00	0.00	764,291.92	759,291.92	15,285.84%
Department: 519000 - General						
300-519000-500120 Regular Salaries	82,530.00	82,530.00	8,999.46	76,714.97	5,815.03	92.95 %
300-519000-500210 Employer Fica Taxes	6,314.00	6,314.00	688.45	5,868.65	445.35	92.95 %
300-519000-500220 Retirement	23,216.00	23,216.00	2,517.74	21,465.43	1,750.57	92.46 %
300-519000-500230 Group Insurance	16,500.00	16,500.00	145.12	13,600.34	2,899.66	82.43 %
300-519000-500640 Capital Outlay - Equipt & Mach	0.00	0.00	0.00	847.50	-847.50	0.00 %
Department: 519000 - General Total:	128,560.00	128,560.00	12,350.77	118,496.89	10,063.11	92.17%
Department: 539100 - 75th Anniversary Art Installation						
300-539100-500630 Cap Outlay Imp other than bldg	125,000.00	125,000.00	3,054.80	6,154.80	118,845.20	4.92 %
Department: 539100 - 75th Anniversary Art Installation Total:	125,000.00	125,000.00	3,054.80	6,154.80	118,845.20	4.92%
Department: 541102 - Downtown Enhancement						
300-541102-500630 Cap Outlay Imp other than bldg	2,000,000.00	2,000,000.00	0.00	1,852,737.52	147,262.48	92.64 %
Department: 541102 - Downtown Enhancement Total:	2,000,000.00	2,000,000.00	0.00	1,852,737.52	147,262.48	92.64%
Department: 541103 - Opticome Emergency Vehicle System						
300-541103-500630 Cap Outlay Imp other than bldg	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
Department: 541103 - Opticome Emergency Vehicle System Total:	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 09/30/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 559025 - Bel Air - Sewall Repair - East						
300-559025-500630 Cap Outlay Imp Other Than Bldg	366,678.00	366,678.00	0.00	342,310.30	24,367.70	93.35 %
Department: 559025 - Bel Air - Sewall Repair - East Total:	366,678.00	366,678.00	0.00	342,310.30	24,367.70	93.35%
Department: 559026 - Canal Dredging						
300-559026-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	50,426.51	24,573.49	67.24 %
Department: 559026 - Canal Dredging Total:	75,000.00	75,000.00	0.00	50,426.51	24,573.49	67.24%
Department: 559027 - Storm Water Rate Study						
300-559027-500630 Cap Outlay Imp Other Than Bldg	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00 %
Department: 559027 - Storm Water Rate Study Total:	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00%
Department: 572200 - Beach Renourishment						
300-572200-500630 Cap Outlay Imp Other Than Bldg	116,667.00	116,667.00	0.00	116,967.62	-300.62	100.26 %
Department: 572200 - Beach Renourishment Total:	116,667.00	116,667.00	0.00	116,967.62	-300.62	100.26%
Department: 575201 - Pedestrian Amenities						
300-575201-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	71,624.55	3,375.45	95.50 %
Department: 575201 - Pedestrian Amenities Total:	75,000.00	75,000.00	0.00	71,624.55	3,375.45	95.50%
Department: 577100 - Friedt Park						
300-577100-500630 Cap Outlay Imp Other Than Bldg	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00 %
Department: 577100 - Friedt Park Total:	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
Department: 579162 - El Mar Drive						
300-579162-500630 Cap Outlay Imp Other Than Bldg	300,000.00	300,000.00	0.00	191,931.44	108,068.56	63.98 %
Department: 579162 - El Mar Drive Total:	300,000.00	300,000.00	0.00	191,931.44	108,068.56	63.98%
Department: 580300 - Entry Feature&Traffic Calm						
300-580300-500630 Cap Outlay Imp Other Than Bldg	150,000.00	150,000.00	34,727.70	61,375.01	88,624.99	40.92 %
Department: 580300 - Entry Feature&Traffic Calm Total:	150,000.00	150,000.00	34,727.70	61,375.01	88,624.99	40.92%
Department: 581100 - Interfund Transfers						
300-581100-381105 Transfer From General Fund	1,000,000.00	1,000,000.00	0.00	1,500,000.00	500,000.00	150.00 %
300-581100-381106 Transfer From Parking Fund	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Total:	2,000,000.00	2,000,000.00	0.00	2,500,000.00	500,000.00	125.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-50,133.27	452,267.28	452,267.28	0.00%
Fund: 310 - Parking Fund						
Department: 000000 - Assigned						
310-000000-380200 Appropriated Fund Balance	0.00	800,000.00	0.00	0.00	-800,000.00	0.00 %
Department: 000000 - Assigned Total:	0.00	800,000.00	0.00	0.00	-800,000.00	0.00%
Department: 302000 - Licenses & Permits						
310-302000-313101 Pilop Fee	20,796.00	20,796.00	0.00	165,000.00	144,204.00	793.42 %
Department: 302000 - Licenses & Permits Total:	20,796.00	20,796.00	0.00	165,000.00	144,204.00	793.42%
Department: 304000 - Charges for Services						
310-304000-344500 Parking Permits	145,000.00	145,000.00	10,169.61	144,863.63	-136.37	99.91 %
310-304000-344520 Parking Agreements	94,024.00	94,024.00	0.00	94,024.00	0.00	100.00 %
310-304000-344551 South Ocean	194,000.00	194,000.00	17,552.24	292,427.48	98,427.48	150.74 %
310-304000-344552 Ocean Front Meters	320,000.00	320,000.00	46,531.01	497,688.14	177,688.14	155.53 %
310-304000-344553 Commmerical Blvd. Meters	80,000.00	80,000.00	12,251.39	123,469.51	43,469.51	154.34 %
310-304000-344554 Parking Meters - Beach	219,000.00	219,000.00	18,048.88	222,187.75	3,187.75	101.46 %
310-304000-344555 Palm Portal- Fdg	95,000.00	95,000.00	13,138.09	143,873.13	48,873.13	151.45 %
310-304000-344556 El Prado Parking Lot	600,000.00	600,000.00	45,081.50	623,019.13	23,019.13	103.84 %
310-304000-344558 Town Hall Parking Lot	33,000.00	33,000.00	2,011.03	30,061.71	-2,938.29	91.10 %
310-304000-344559 El Mar Parking Lot	285,000.00	285,000.00	23,515.65	289,380.67	4,380.67	101.54 %
310-304000-344560 A1A Parking Lot	621,475.00	621,475.00	40,296.14	684,882.75	63,407.75	110.20 %
310-304000-344563 Bougainvilla/ Poinciana	195,000.00	195,000.00	18,862.19	277,834.33	82,834.33	142.48 %
Department: 304000 - Charges for Services Total:	2,881,499.00	2,881,499.00	247,457.73	3,423,712.23	542,213.23	118.82%
Department: 305000 - Fines & Forfeitures						
310-305000-354100 Parking Fines	110,000.00	110,000.00	33,059.59	307,827.59	197,827.59	279.84 %
Department: 305000 - Fines & Forfeitures Total:	110,000.00	110,000.00	33,059.59	307,827.59	197,827.59	279.84%

Budget Report

For Fiscal: 2023-2024 Period Ending: 09/30/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 306000 - Miscellaneous Revenues						
310-306000-361100 Interest Earnings	2,000.00	2,000.00	0.00	30,392.22	28,392.22	1,519.61 %
310-306000-362001 Bougainvillea Rent	147,600.00	147,600.00	10,920.62	139,324.01	-8,275.99	94.39 %
Department: 306000 - Miscellaneous Revenues Total:	149,600.00	149,600.00	10,920.62	169,716.23	20,116.23	113.45%
Department: 545000 - Parking Operations						
310-545000-500120 Regular Salaries	218,573.00	218,573.00	29,015.68	233,833.17	-15,260.17	106.98 %
310-545000-500140 Overtime Salaries	4,000.00	4,000.00	-41.59	4,719.46	-719.46	117.99 %
310-545000-500210 Employer Fica Taxes	16,721.00	16,721.00	1,799.44	14,345.11	2,375.89	85.79 %
310-545000-500220 Retirement	41,677.00	41,677.00	4,027.91	42,338.19	-661.19	101.59 %
310-545000-500230 Group Insurance	62,000.00	62,000.00	3,469.28	47,568.32	14,431.68	76.72 %
310-545000-500345 Contractual Services	510,000.00	510,000.00	68,954.87	429,630.52	80,369.48	84.24 %
310-545000-500353 Parking Alternatives	175,000.00	175,000.00	5,169.90	94,360.62	80,639.38	53.92 %
310-545000-500410 Communications	3,500.00	3,500.00	151.98	1,944.33	1,555.67	55.55 %
310-545000-500430 Electric Service	9,600.00	9,600.00	669.68	8,033.87	1,566.13	83.69 %
310-545000-500431 Water Service	27,500.00	27,500.00	41.86	13,158.84	14,341.16	47.85 %
310-545000-500445 Equip Rent/lease	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
310-545000-500461 Vehicle Maintenance	11,000.00	11,000.00	1,975.00	4,087.46	6,912.54	37.16 %
310-545000-500462 Fuel	25,000.00	25,000.00	1,343.04	4,142.06	20,857.94	16.57 %
310-545000-500463 Service Maintenance Contracts	45,000.00	45,000.00	1,140.00	34,080.00	10,920.00	75.73 %
310-545000-500497 Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506 Printing & Binding	13,000.00	13,000.00	527.07	770.07	12,229.93	5.92 %
310-545000-500508 Postage	3,000.00	3,000.00	27.32	284.61	2,715.39	9.49 %
310-545000-500510 Office Supplies	1,000.00	1,000.00	0.00	1,170.88	-170.88	117.09 %
310-545000-500525 Uniform Expense	5,000.00	5,000.00	0.00	1,992.89	3,007.11	39.86 %
310-545000-500532 Signs	13,000.00	13,000.00	1,892.67	11,913.56	1,086.44	91.64 %
310-545000-500533 Parking Meter Parts-supplies	38,000.00	38,000.00	0.00	12,344.35	25,655.65	32.49 %
310-545000-500545 Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550 Operating Expenses	35,000.00	35,000.00	7,938.85	23,815.72	11,184.28	68.04 %
310-545000-500630 Cap Outlay Imp Other Than Bldg	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
310-545000-500640 Capital Outlay - Equipt & Mach	50,000.00	50,000.00	1,049.41	1,049.41	48,950.59	2.10 %
310-545000-500644 Capital Outlay-vehicles	22,824.00	22,824.00	1,512.99	9,952.62	12,871.38	43.61 %
Department: 545000 - Parking Operations Total:	1,361,895.00	1,361,895.00	130,665.36	995,536.06	366,358.94	73.10%
Department: 545152 - Land Acquisitions						
310-545152-500611 Land Acquisition	800,000.00	1,600,000.00	0.00	1,600,000.00	0.00	100.00 %
Department: 545152 - Land Acquisitions Total:	800,000.00	1,600,000.00	0.00	1,600,000.00	0.00	100.00%
Department: 581100 - Interfund Transfers						
310-581100-500910 Transfer To CIP Fund	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Total:	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.00	100.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	160,772.58	470,719.99	470,719.99	0.00%
Report Surplus (Deficit):	0.00	0.00	-695,005.69	3,437,603.35	3,437,603.35	0.00%

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
000000 - Assigned	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00%
301000 - Ad Valorem Property Taxes	12,550,550.00	12,550,550.00	2,620.90	12,751,524.46	200,974.46	101.60%
301100 - Utility Taxes	1,170,700.00	1,170,700.00	255,370.78	1,345,740.64	175,040.64	114.95%
301600 - Franchise Taxes	851,799.00	851,799.00	163,386.69	950,127.92	98,328.92	111.54%
302000 - Licenses & Permits	145,000.00	145,000.00	34,134.65	187,754.15	42,754.15	129.49%
303000 - Intergovernmental Revenues	1,171,584.00	1,171,584.00	182,656.68	1,159,138.95	-12,445.05	98.94%
304000 - Charges for Services	14,850.00	14,850.00	240.00	13,340.00	-1,510.00	89.83%
305000 - Fines & Forfeitures	60,000.00	60,000.00	36,651.77	151,053.35	91,053.35	251.76%
306000 - Miscellaneous Revenues	298,135.00	298,135.00	180,300.47	1,009,443.13	711,308.13	338.59%
511000 - Commission	320,171.00	320,171.00	52,789.68	272,549.25	47,621.75	85.13%
511100 - Donation-Non Profits	66,500.00	66,500.00	0.00	66,500.00	0.00	100.00%
511200 - Visitor Center	148,638.00	148,638.00	27,113.10	86,345.07	62,292.93	58.09%
513000 - Administration	1,237,057.00	1,237,057.00	111,806.84	1,239,010.21	-1,953.21	100.16%
514000 - Town Attorney	458,000.00	458,000.00	74,099.04	310,479.77	147,520.23	67.79%
519000 - General	1,254,425.00	1,254,425.00	71,003.37	1,013,115.76	241,309.24	80.76%
519100 - Tourism and Community Outreach	562,269.00	562,269.00	31,412.46	317,182.25	245,086.75	56.41%
521000 - Police Department	6,106,142.00	6,106,142.00	501,382.29	5,955,215.54	150,926.46	97.53%
523000 - Emergency Medical Services	460,000.00	460,000.00	40,250.00	471,499.98	-11,499.98	102.50%
524000 - Development Services	861,398.00	861,398.00	58,923.70	693,180.52	168,217.48	80.47%
541100 - Mun Srvsc - Public Works Div	3,834,144.00	3,834,144.00	352,033.08	3,411,511.54	422,632.46	88.98%
572000 - Recreation	113,400.00	113,400.00	8,296.22	109,440.96	3,959.04	96.51%
581100 - Interfund Transfers	-1,350,000.00	-1,350,000.00	0.00	-1,350,000.00	0.00	100.00%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-473,747.84	2,272,091.75	2,272,091.75	0.00%
Fund: 101 - Special Revenue-Police Conf						
521100 - Police Dept. Confiscated	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 102 - Building Fund						
000000 - Assigned	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00%
302100 - Building Permit and Inspection	1,138,593.00	1,138,593.00	459,144.68	2,238,095.86	1,099,502.86	196.57%
524100 - Building	1,253,593.00	1,253,593.00	772,160.99	2,014,267.61	-760,674.61	160.68%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	-313,016.31	223,828.25	223,828.25	0.00%
Fund: 103 - Sewer Fund						
000000 - Assigned	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00%
304000 - Charges for Services	1,605,217.00	1,605,217.00	180,063.38	1,206,583.72	-398,633.28	75.17%
306000 - Miscellaneous Revenues	2,000.00	2,000.00	0.00	10,027.65	8,027.65	501.38%
535000 - Sanitary Sewers	1,707,217.00	1,707,217.00	113,006.67	1,400,253.72	306,963.28	82.02%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	67,056.71	-183,642.35	-183,642.35	0.00%
Fund: 115 - Fire Fund						
000000 - Assigned	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00%
301050 - Fire Assessment	1,135,015.00	1,135,015.00	334.84	1,154,893.86	19,878.86	101.75%
304000 - Charges for Services	37,000.00	37,000.00	5,739.50	99,512.23	62,512.23	268.95%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	8,263.31	7,263.31	826.33%
522000 - Fire Department	1,372,000.00	1,372,000.00	92,011.90	1,044,869.85	327,130.15	76.16%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-85,937.56	217,799.55	217,799.55	0.00%
Fund: 300 - Capital Project Fund						
000000 - Assigned	2,171,905.00	2,171,905.00	0.00	0.00	-2,171,905.00	0.00%
306000 - Miscellaneous Revenues	5,000.00	5,000.00	0.00	764,291.92	759,291.92	15,285.84%
519000 - General	128,560.00	128,560.00	12,350.77	118,496.89	10,063.11	92.17%
539100 - 75th Anniversary Art Installation	125,000.00	125,000.00	3,054.80	6,154.80	118,845.20	4.92%
541102 - Downtown Enhancement	2,000,000.00	2,000,000.00	0.00	1,852,737.52	147,262.48	92.64%
541103 - Opticome Emergency Vehicle System	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00%
559025 - Bel Air - Sewall Repair - East	366,678.00	366,678.00	0.00	342,310.30	24,367.70	93.35%
559026 - Canal Dredging	75,000.00	75,000.00	0.00	50,426.51	24,573.49	67.24%
559027 - Storm Water Rate Study	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 09/30/2024

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
572200 - Beach Renourishment	116,667.00	116,667.00	0.00	116,967.62	-300.62	100.26%
575201 - Pedestrian Amenities	75,000.00	75,000.00	0.00	71,624.55	3,375.45	95.50%
577100 - Friedt Park	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
579162 - El Mar Drive	300,000.00	300,000.00	0.00	191,931.44	108,068.56	63.98%
580300 - Entry Feature&Traffic Calm	150,000.00	150,000.00	34,727.70	61,375.01	88,624.99	40.92%
581100 - Interfund Transfers	2,000,000.00	2,000,000.00	0.00	2,500,000.00	500,000.00	125.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-50,133.27	452,267.28	452,267.28	0.00%
Fund: 310 - Parking Fund						
000000 - Assigned	0.00	800,000.00	0.00	0.00	-800,000.00	0.00%
302000 - Licenses & Permits	20,796.00	20,796.00	0.00	165,000.00	144,204.00	793.42%
304000 - Charges for Services	2,881,499.00	2,881,499.00	247,457.73	3,423,712.23	542,213.23	118.82%
305000 - Fines & Forfeitures	110,000.00	110,000.00	33,059.59	307,827.59	197,827.59	279.84%
306000 - Miscellaneous Revenues	149,600.00	149,600.00	10,920.62	169,716.23	20,116.23	113.45%
545000 - Parking Operations	1,361,895.00	1,361,895.00	130,665.36	995,536.06	366,358.94	73.10%
545152 - Land Acquisitions	800,000.00	1,600,000.00	0.00	1,600,000.00	0.00	100.00%
581100 - Interfund Transfers	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.00	100.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	160,772.58	470,719.99	470,719.99	0.00%
Report Surplus (Deficit):	0.00	0.00	-695,005.69	3,437,603.35	3,437,603.35	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - General Fund	0.00	0.00	-473,747.84	2,272,091.75	2,272,091.75
101 - Special Revenue-Police Conf	0.00	0.00	0.00	-15,461.12	-15,461.12
102 - Building Fund	0.00	0.00	-313,016.31	223,828.25	223,828.25
103 - Sewer Fund	0.00	0.00	67,056.71	-183,642.35	-183,642.35
115 - Fire Fund	0.00	0.00	-85,937.56	217,799.55	217,799.55
300 - Capital Project Fund	0.00	0.00	-50,133.27	452,267.28	452,267.28
310 - Parking Fund	0.00	0.00	160,772.58	470,719.99	470,719.99
Report Surplus (Deficit):	0.00	0.00	-695,005.69	3,437,603.35	3,437,603.35

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of September 30,2024

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 9/30/2024	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
Truist	101.000	8015	Master Account	Analyzed Interest Checking	Truist	8,139,526.68	3.50%	24,177.66	353,502.32
Truist	101.009	6876	Emergency Reserve	Public Special Money Rate Checking	Truist	2,552,621.27	3.42%	7,771.25	52,885.27
GENERAL FUND				BANK SUBTOTAL		10,692,147.95		31,948.91	406,387.59
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	193,583.87	5.33%	848.72	10,458.73
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	94,404.88	5.33%	411.76	5,074.93
GENERAL FUND				SBA SUBTOTAL		287,988.75		1,260.48	15,533.66
GENERAL FUND				GRAND TOTAL		10,980,136.70		33,209.39	421,921.25
101 Police Forfeiture & Training									
Truist	101.100	9613	Police Forfeiture Fund	Analyzed Interest Checking	Truist	198.48	3.50%	Included Above	Included Above
POLICE FUND				TOTAL		198.48		0.00	0.00
103 Sewer Enterprise Fund									
Truist	101.105	9999	Sewer Enterprise Fund	Analyzed Interest Checking	Truist	1,441,594.38	3.50%	3,852.35	45,113.57
SEWER FUND				TOTAL		1,441,594.38		3,852.35	45,113.57
115 Fire Fund:									
Truist	101.109	5379	Fire Fund Account	Analyzed Interest Checking	Truist	1,194,466.72	3.50%	3,002.42	32,418.02
FIRE FUND				GRAND TOTAL		1,194,466.72		3,002.42	32,418.02
300 Capital Improvement Fund:									
Truist	101.115	0010	Capital Improvement Fund	Analyzed Interest Checking	Truist	2,176,894.98	3.50%	5,176.08	31,121.79
CAPITAL IMPROVEMENT FUND				TOTAL		2,176,894.98		5,176.08	31,121.79
310 Parking Improvement Fund									
Truist	101.125	0120	Parking Improvement Account	Analyzed Interest Checking	Truist	5,658,697.96	3.50%	15,682.08	168,554.73
Truist	101.128	8554	PILOP Account	Analyzed Interest Checking	Truist	200.00	3.50%	Included Above	Included Above
PARKING FUND				TOTAL		5,658,897.96		15,682.08	168,554.73
102 Building Fund									
Truist	101.104	8686	Building Account	Analyzed Interest Checking	Truist	1,677,270.18	3.50%	4,194.69	40,874.34
BUILDING FUND				TOTAL		1,677,270.18		4,194.69	40,874.34
ALL FUNDS				GRAND TOTAL		23,129,459.40		65,117.01	740,003.70

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of September 30,2024

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		22,841,470.65	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		287,988.75	1%
Repurchase Agreements		0.00	0%
Money Market Funds		0.00	0%
U.S. Securities/Treasuries		0.00	0%
U.S. Federal Agencies		0.00	0%
Federal Instrumentalities		0.00	0%
GRAND TOTAL		23,129,459.40	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	10,980,136.70	47%
	Police Fund	198.48	0%
	Sewer Fund	1,441,594.38	6%
	Fire Fund	1,194,466.72	5%
	Building Fund	1,677,270.18	7%
	Capital Improvement Fund	2,176,894.98	9%
	Parking Fund	5,658,897.96	24%
GRAND TOTAL		23,129,459.40	100%

Summary by Bank/Pool		Amount	Percent
Truist		22,841,470.65	99%
Florida Prime/State Board of Admin.		287,988.75	1%
GRAND TOTAL		23,129,459.40	100%



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes for November and December Meetings.

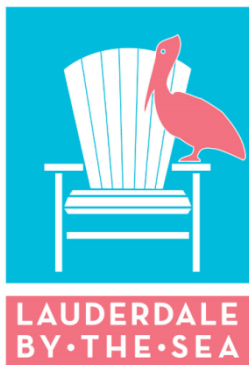
Explanation: Draft Minutes for approval for the following meetings:

- November 12, 2024 Regular Commission Meeting
- December 3, 2024 Commission Workshop Ethics Training

Recommendation: Accept/Approve

Exhibits:

1. 11-12-24 Regular Commission Meeting Draft Minutes
2. 12-3-24 Ethics Training Draft Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, November 12, 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, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, 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

All present observed a moment of silence.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Vice Mayor Strauss requested that Item 18a be heard following the Consent Agenda.

5. PRESENTATIONS

a. Fall Event Recap

Events and Marketing Manager Katie Anderson provided an overview on the Town's fall events, stating that Boo!-By-The-Sea was held in the West Plazas and was well-attended. Roughly 23 local businesses participated in this event. It was followed by the Founders Day celebration, which was held in Friedt Park and included food and music.

The Town's Veterans Day event was held on Monday, November 11, 2024. Vice Mayor Strauss served as the event's Chair. Events and Marketing Manager Anderson recognized the Pompano Beach Honor Guard for the presentation of colors, and the Broward Sheriff's Office (BSO) Honor Guard for the rifle volley. 43 veterans registered

for the event and were recognized, 25 of whom are Lauderdale-By-The-Sea residents. Events and Marketing Manager thanked the Mayor and Commissioners, as well as Broward County Commissioner Lamar Fisher.

The next event will be Christmas-By-The-Sea on Wednesday, December 4, 2024.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Mary Ellen Renuart, resident, addressed the Friday Night Music Series events, stating that the Town should not provide 100% of funding for these events. She recalled that a number of Downtown businesses had pledged \$5000 per event but had not provided these funds until recently, and concluded that the Town should continue to support its businesses as a partner in these events.

Marc Pearson, 1921 Water's Edge, recalled that at the October 22, 2024 Commission meeting, he had proposed a solution to what he considered to be errors made in the permitting of a nearby home. He requested that the Commission pass a Resolution at tonight's meeting which would direct the Town Manager to work with the property owner to amend permitted plans. He concluded that he has submitted generic appeals intended to clarify portions of Town Code, as well as a Freedom of Information Act (FOIA) request which suggests there are problems with other addresses within the Town.

Karen Sylvester, resident, addressed the Friday Night Music Series, advising that these events contribute to the Town's status as a special community. She felt the events should be held in 2025.

Rick Tobin, resident, pointed out that restaurants are not the only Town businesses affected by the Friday Night Music Series, as hotels, stores, and other small businesses benefit from the events. He felt the music events are overwhelmingly supported by residents, visitors, and businesses, and the Town should invest in and perhaps expand these events, as they help the community.

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

7. PUBLIC SAFETY DISCUSSION

a. BSO October 2024 Public Safety Report

Captain Bill Wesolowski of the Broward Sheriff's Office (BSO) reported that as of October 19, 2024, the District is fully staffed and there are no more vacancies.

The Deputy of the Month is Joao Claudio Reis, who recently assisted a homeless individual in returning to his home and reuniting with family.

BSO provided traffic control for Boo!-By-The-Sea and had vehicles on hand for children at the event.

A "Shred-a-thon" is scheduled for Saturday, December 7, 2024 from 10 a.m. until 1 p.m. at Assumption Catholic Church. Residents are invited to shred up to two boxes' worth of documents and may also turn in unused medications at this event.

BSO will hold a Senior Seminar on January 29, 2025 in Jarvis Hall to help educate senior citizens on various types of scams. Other government agencies, including the Broward County Property Appraiser's Office, will participate in this seminar as well.

b. PBFR October 2024 Public Safety Report

Fire Marshal Ashley Zalewski, representing Pompano Beach Fire Rescue (PBFR), reported that there were 155 calls in October 2024, with an average response time of five minutes and 53 seconds.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors reminded all present that Christmas-By-The-Sea is scheduled for December 4, 2024 from 5 p.m. until 8 p.m.

As requested by Mayor Malkoon at the previous Commission meeting, Staff has researched the costs associated with printing *Town Topics*. At present, the Town uses a digital format to distribute the document, and residents are given the option of requesting printed copies instead. The costs of physical and digital mailings come to \$4800 annually.

Mailing *Town Topics* to all registered voters in Lauderdale-By-The-Sea would cost \$24,092, and mailing the document to all Town households would cost \$28,200. Staff requested further direction if the Commission wishes to change its current procedure.

Mayor Malkoon explained that because *Town Topics* is the Town's primary method of communication with its residents, he had wished to look into the costs of wider distribution. He requested feedback from the other Commissioners as well.

Vice Mayor Strauss stated that he felt the current expense of \$4800 is reasonable, and emphasized the cost difference between this expense and the \$28,200 cost of sending *Town Topics* to all Town households. He suggested that the Town invite residents to join the mailing list for printed copies.

Commissioner Graziano recalled that the Commission had briefly discussed the sale of advertising space in *Town Topics*. He was in favor of sending the document to all residents, although he was not in favor of the higher costs associated with printing and mailing it, and encouraged outreach to potential advertisers.

Town Manager Connors explained that ads are allowed in *Town Topics*, and Staff can reach out through social media to determine if more entities are interested in advertising. The next issue of *Town Topics* is scheduled for January 2025.

Commissioner Graziano stated that he did not want to make a decision on the expense of \$28,200 if there is the possibility of sponsorships or advertising that could lower this cost. Mayor Malkoon commented that *Town Topics* may be more attractive to prospective advertisers if they know it will be mailed to all households.

Commissioner Pouloupoulos asked how many residents have requested *Town Topics*. Town Manager Connors replied that there are 3200 households which have requested emailed copies, adding that not all of these households belong to Town residents. *Town Topics* is also posted on the Town's Facebook page.

Commissioner Pouloupoulos asked if any type of campaign has been undertaken in the past to promote the option of receiving printed copies. Town Manager Connors replied that copies were previously hand-delivered and placed in residents' driveways, which did not ensure distribution to all residents, particularly those in multi-family buildings.

Commissioner Pouloupoulos asked if there has been feedback from residents who do not receive physical copies of *Town Topics* but would like to in the future. Town Manager

Connors replied there has been no such feedback. Commissioner Pouloupoulos asserted that his goal is to save money in 2025, and felt an additional \$20,000 should not be spent on circulation.

Mayor Malkoon clarified that *Town Topics* is not currently sent to 3200 households, but to 3200 individuals who have requested it. He pointed out that if the document is physically mailed to more households, more residents may be likely to open it. Not all emailed copies are opened by their recipients.

Commissioner DeNapoli stated that the printed version of *Town Topics* consists of 24 pages including color. The cost of mailing physical copies is related to the size, weight, production, and mailing of the document. He suggested that printed copies include a highly visible prompt for residents who want to continue receiving them.

Mayor Malkoon asked if the quoted prices include a one-time setup fee. Town Manager Connors clarified that this fee would apply on a quarterly basis. She added that while she did not have the exact open rate for electronic copies on hand, the provider is pleased with this rate, which they characterized as very high.

Town Manager Connors also noted that the prompt inviting residents to sign up for physical copies took up a full page of *Town Topics*.

Commissioner Graziano asked how much postage it costs the Town when an individual requests a printed copy. He felt the Town might receive a significantly lower postage rate for the full distribution of printed copies. Town Manager Connors explained that the Town already receives a bulk rate for these mailings.

Commissioner Pouloupoulos asked if a page on the Town's website which allows individuals to opt into physical delivery of *Town Topics* is still active. Town Manager Connors confirmed this, clarifying that there are approximately 350 residents who have requested printed copies and 3200 individuals who receive *Town Topics* via email.

Vice Mayor Strauss reiterated that he opposed changing the current system and was in favor of continuing to allow residents to opt into physical mailings. He did not feel the additional expense was necessary at this time.

Mayor Malkoon stated that he would like to see more communication to the public, pointing out that the Town spends funds on the Friday Night Music Series and donates

to charitable entities as part of its annual budget. He felt the Town can also budget toward providing more information to residents.

Commissioner DeNapoli advised that he would support a single run of physical copies to all households, as this could attract more potential advertisers and offer the option of receiving printed copies.

Vice Mayor Strauss added that he was also in favor of advertising, and suggested that advertising revenue could open up the Town to sending more printed copies through the mail. He did not believe, however, that the Town should spend more of its own money to produce the document in the absence of more advertising revenue.

Commissioner Graziano also favored sending out one printed copy to all recipients, as well as solicitation of advertising for *Town Topics*.

Town Manager Connors proposed that the Business Outreach Team send an email to businesses that may wish to advertise in *Town Topics*. Staff will be working on the next issue in December 2024 and can gauge the response of prospective advertisers and make a decision after the next edition is sent out in January 2025.

Mayor Malkoon recommended that the email inform prospective advertisers that the Town is considering mailing physical copies again in the future.

Commissioner DeNapoli pointed out that there are several new businesses in the Town that could be contacted to discuss advertising. He concluded that Staff could reach out to gather prospective advertisements before the Commission's final meeting of December and the Commission could revisit the issue at that meeting.

Town Manager Connors advised that the cost of a full-page advertisement is \$850, a half-page is \$425, and a quarter-page is \$215. Commissioner DeNapoli suggested that Staff bring back more information about potential advertiser interest at the next meeting.

Commissioner Pouloupoulos requested clarification of the click-through rate for electronic copies, as he would like to see a rate of at least 25% for *Town Topics* emails. If there is insufficient traction on the digital edition, he felt physical mailings would be a waste of funds; however, if there is a high digital click-through rate, this may show the current medium of distribution is effective. Commissioner DeNapoli also expressed interest in knowing the click-through rate over the last few months.

Commissioner Graziano made a motion to evaluate this further at the next meeting, including the click-through rate as well as efforts made by the marketing team to determine interest in advertising.

Commissioner Graziano also requested clarification of how many copies of *Town Topics* are currently being printed. Town Manager Connors replied that roughly 350 copies are printed at present.

Mayor Malkoon advised that the **motion** would serve as direction for Staff to bring back the requested information, and no vote would be necessary.

Town Manager Connors recognized Public Works Department employees who responded to a resident's concern regarding trash on the Commercial Boulevard Bridge. They responded immediately to clean up the debris.

Town Manager Connors concluded that at the November 5, 2024 general election, 89% of voters approved an amendment to the Town's Charter which would move municipal elections from March to November. This will mean the costs of elections do not need to be paid for separately by the Town.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. Approval of Minutes for October 22, 2024 Regular Commission Meeting

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

11. CONSENT AGENDA

None.

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

18. RESOLUTIONS – PUBLIC COMMENTS

a. RESOLUTION 2024-49 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT WITH THE LAUDERDALE-BY-THE-SEA CHAMBER OF COMMERCE, INC. FOR THE USE OF THE TOWN FACILITY LOCATED AT 4201 NORTH OCEAN DRIVE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Assistant to the Town Manager Courtney Easley explained that Resolution 2024-49 is a non-exclusive revocable license agreement between the Town and the Lauderdale-By-The-Sea Chamber of Commerce for use of the facility at 4201 N. Ocean Drive. The agreement proposes a three-year term with two one-year renewal options and allows the Chamber of Commerce to continue to use the facility for their weekly and monthly meetings.

The proposed agreement includes the following five changes from the current agreement:

- The Chamber must remain a nonprofit entity and must comply with Florida Statute 501.973
- The termination clause in the agreement now requires 30-day prior written notice rather than the current requirement of 120-day written notice
- The Chamber now partners with the Town only for the annual Boo!-By-The-Sea event rather than for two Town events
- Changes to insurance requirements
- Additional clauses addressing political activities and licensing fees

Assistant to the Town Manager Easley thanked Commissioner DeNapoli for providing input as liaison to the negotiations on this Item.

The Town and the Chamber of Commerce have presented the following options for consideration:

- A market-based licensing fee of \$600 per month for general office use as well as Chamber meetings
- A \$250 annual license fee, which will include any additional utility services costs
- No license fee, but inclusion of any additional utility and service costs incurred
- No further use of the Visitors Center by the Chamber of Commerce, with the current agreement either expiring in December or extending for three months to

allow the Chamber to relocate; the Chamber sign would be removed from the facility

Staff requested direction on how to proceed with the Resolution.

At this time Mayor Malkoon opened public comment.

Paul Novack, resident, briefly reviewed the history of the Lauderdale-By-The-Sea Chamber of Commerce and requested that the Chamber not be charged \$8000 for the limited use of the Chamber of Commerce building. He emphasized the organization's nonprofit status as well as its advocacy for local businesses.

Ellen Zavell, secretary of the Chamber of Commerce, explained that the Chamber provides services and refreshments during various Town events. She emphasized the unique nature of the Town as well as the Chamber's role in it, and urged the Commission to retain the Town's relationship with the Chamber.

Liz Berger, resident, advised that she is a longtime member of the Chamber of Commerce. She noted that the Chamber works to connect the Town's businesses and participate in events that promote the business community. She encouraged the Town to reach out to the Chamber as a partner, including the possibility of purchasing advertising space in *Town Topics*.

Justin Cotroneo, member of the Chamber of Commerce's board, opposed charging the Chamber for use of the Visitors Center. He cited the Chamber's contributions to community events as well as their ability to leverage connections with other civic entities in the area.

Brian Paperny, Itreasurer for the Chamber of Commerce, stated that a charge of \$600 per month would put the Chamber out of business, as it is a nonprofit entity which often operates at a deficit. He provided financial statements and nonprofit tax forms to the Commission, including the Chamber's income statement.

Mark Stern, general counsel for the Chamber of Commerce, described the Visitors Center as the Chamber's home and emphasized the supportive nature of the partnership between the Chamber and the Town. He asserted that the Chamber gives back to the Town as a nonprofit entity with volunteer members, and concluded that paying a market-rate rent would not allow the Chamber to continue to interact with the community and build relationships.

Howard Goldberg, chair of the Chamber of Commerce, emphasized the Chamber's dedication to the Town's residents and its partnerships with similar community entities. He requested that the Chamber continue to house its supplies at 4201 N. Ocean Drive and hold their board meetings there.

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

Commissioner DeNapoli, who served as Commission liaison on the negotiation of a new contract between the Town and the Chamber of Commerce, explained that the current contract for Chamber use of the Visitors Center is set to expire on December 19, 2024. He was asked by the Commission to include a section for an unspecified fee, although he clarified that he was not empowered to negotiate that fee.

Commissioner DeNapoli continued that the Chamber's counsel had agreed to everything in the proposed contract except the fee. The new contract requires the Chamber to partner with the Town for only one annual event, which is Boo!-By-The-Sea. There is no set definition for this participation outside the promotion of Town events. The Chamber is also asked to provide evidence of various types of insurance, including workers' compensation, liability, and others. They may not engage in or solicit political activities at the Town's facility.

Commissioner DeNapoli reiterated that the only item to which the Chamber did not agree was a monthly fee. Town Staff had originally considered a fee of \$1000/month, which was lowered to \$600/month based on market research into the cost of coworking spaces of similar size with permanent storage.

Commissioner DeNapoli recalled that the Chamber's counsel had indicated the organization could not afford a fee of \$600/month and had instead offered an annual fee of \$250/year. A clause addressing a fee is included, although the amount of the fee is undetermined. He concluded that the amount of the fee would be left to the Commission's consideration, as all other aspects were agreed to by the Chamber.

Commissioner Pouloupoulos requested additional information on the scope of the Chamber's use of the facility at 4201 N. Ocean Drive. Mark Stern, counsel for the Chamber, replied that the facility serves as the Chamber's mailing address. They hold a monthly board meeting, and administrative services are provided on Wednesdays on an as-needed basis. They own no furniture and have one to two computers, as well as

minor items in a storage closet. He concluded that their footprint on the facility is minimal.

Commissioner Pouloupoulos characterized the Chamber's use of the space as a virtual office, which would typically rent at a rate between \$400 and \$4000 per month. He emphasized that he wanted to support the Chamber as an entity that brings profits to the Town, and suggested that it would be to the Town's detriment to excessively charge the Chamber for its use of the space.

Mr. Stern further clarified that the Chamber has roughly 150 members and can host their meetings elsewhere if that use creates a burden for the Town.

Vice Mayor Strauss asked what the Town charges to entities who hold their meetings in Town Hall. Town Manager Connors replied that the Garden Club and Women's Club meet in Town Hall on a monthly basis at no charge. The Lodging Association and some homeowners' or neighborhood associations also meet in Town Hall. The difference is in the permanency and signage posted by the Chamber. They maintain exclusive use of the building on Wednesdays and may also use the space on other days.

Vice Mayor Strauss requested clarification of the term "permanency" in this case. Town Manager Connors explained that the Chamber has a key, signage, and storage at the building in addition to their mailing address. Vice Mayor Strauss commented that this seemed only slightly different from the uses of Town space by other organizations, pointing out that some of those organizations store items at Town Hall. He felt there was little difference between Town Hall and the Visitors Center, and concluded that the Chamber functions as the heart of the Town.

Vice Mayor Strauss asked if there was a reason the Chamber could not meet in Town Hall as other civic entities do. Mr. Stern reiterated that the Chamber uses the Visitors Center as its home, although they can meet elsewhere if necessary. He characterized the Chamber's use of the building on Wednesdays as non-exclusive and minimal, as it typically involves one to two hours' use.

Vice Mayor Strauss requested additional information on the Chamber's advertising. Mr. Stern replied that the Chamber has a website through which it promotes Town activities. It uses its social media accounts for this purpose as well, and publishes a Visitors' Guide which includes information about the Town, its events, and its Commissioners. He added that the Chamber can continue to provide assistance at the Farmers Market if desired, and can consider adding other Town events as well.

Vice Mayor Strauss asked if the Chamber advertises its presence at the Visitors Center. Mr. Stern replied that when the building was donated to the Town, it was to be used for civic purposes. A plaque recognizing the Chamber accompanies the building, and the Chamber has a logo sign inside the premises.

Howard Goldberg, president of the Chamber, advised that the building serves as a portal to the Town and the Chamber welcomes visitors and other organizations there. He estimated that 10,000 to 12,000 Visitors' Guides are distributed each year, which helps promote the Town and its businesses.

Vice Mayor Strauss requested clarification of the Chamber's responsibilities with respect to the annual Boo!-By-The-Sea event. Mr. Stern replied that the Chamber has a booth at this event and provides its own materials. They fulfilled a similar function at the Farmers Market as well.

Vice Mayor Strauss also asked why the Chamber's participation in Town events was reduced from two events to one. Commissioner DeNapoli advised that this was done at the request of Town Staff, recalling that the agreement states the two events may be changed upon mutual agreement. "Participation" is defined as assisting the Town in the execution of these events, along with other responsibilities as determined and directed by the Town. They are also asked to aid in the promotion of Town-sponsored events by posting on the Chamber's website and providing printed materials.

Vice Mayor Strauss stated that it benefits the Town for the Chamber to have increased participation in Town events. Mr. Stern asserted that more events could be added to the contract if that was the Town's wish.

Vice Mayor Strauss concluded that he was not sure why the Chamber is charged any fee for use of the facilities, particularly in light of the use of Town space by other civic entities. He suggested a passive fee could be issued in exchange for a key.

Mayor Malkoon requested feedback from Staff with regard to a utility fee. Town Manager Connors replied that Staff would prefer a set fee rather than calculating a monthly percentage of the utilities.

Town Manager Connors continued that the Chamber's participation in events was reduced to one event because the original contract had asked the Chamber to provide assistance in exchange for use of the building. Because Staff was directed to look into a

fee for continued use of the facility, Staff reduced the number of events in which the Chamber was required to participate to one. She emphasized that the Chamber may continue to participate in other Town events.

Mr. Goldberg addressed the Farmers Market, recalling that the Chamber had not been present on 2024 dates at which inclement weather closed the event. He recalled that the Chamber also participated in the recent Taste of the Beach event.

Commissioner DeNapoli stated once more that he had not included any language related to a utility fee. Mr. Stern stated that he had agreed that the Chamber would pay for any additional costs incurred by their presence. He confirmed, however, that it would be difficult to calculate this type of fee.

Commissioner DeNapoli requested additional information on costs associated with insurance. Mr. Goldberg replied that the 2024 cost of insurance was \$3092. Mr. Stern added that the Chamber has no employees, which means workers' compensation is not an issue.

Commissioner DeNapoli asked if the Chamber would prefer to meet in Town Hall, which would remove all of those costs. Mr. Stern replied that this would not negate the policy, as the Chamber would still have to have its own Directors and Officers (D&O) insurance. The Town is an additional insured on this policy.

Commissioner Graziano stated that he was not aware of any Commissioners who were in favor of ending the Chamber's participation in Town events. He felt, however, that based on the 990 tax information provided, the Chamber can afford to pay some amount to the Town. While he did not feel the proposed \$600/month was outrageous, he suggested halving this amount, as \$300/month would cover any expenses that may arise.

Mr. Goldberg pointed out that the expenses listed on the 990 form are hard expenses rather than calculated percentages, while the net assets listed represent working capital. He asserted that the Chamber loses funds at a rate of approximately \$7000/year. They are seeking to ensure their membership rates remain at an amount that allows them to attract new members without losing any current members.

Commissioner Graziano commented that while the Chamber's financial statement is suitable for internal use, the 990 form is a requirement of nonprofit entities. Mr. Goldberg asserted that the Chamber's run rate should not have an impact on the

negotiations. He again emphasized the minimal nature of the Chamber's use of the building.

Commissioner Graziano concluded that while he was supportive of the Chamber, he wished the Chamber's representatives, as well as the other Commissioners, to consider his proposal of a lesser rate of \$300/month.

Mayor Malkoon stated that he has seen the Chamber go through several iterations over the years. He emphasized that the Visitors Center is a taxpayer-funded facility, and the Town is subsidizing its maintenance using taxpayer funds. While he was pleased the Chamber had agreed to many of the Town's requests, he would like to see greater participation in Town events by the Chamber, as well as asking Commissioners to attend Chamber events. He also noted that there had been some instances in which activities had seemed to have a political slant, and was pleased the Chamber had agreed to a prohibition of these types of activities.

Commissioner Graziano made a motion to continue with the contract with the Chamber as outlined in the Resolution; however, stating that the licensing fee be reduced to \$300/month. [The motion died for lack of second.]

Commissioner DeNapoli advised that he did not want the Chamber to lose use of the facility, but recalled that Mr. Stern had indicated the Chamber was willing to accept some version of a monthly fee related to use. He requested clarification of what type of fee this might be, adding that he was not in favor of using a formula to calculate the fee. Mr. Stern replied that the Chamber's board has not had an opportunity to discuss a fee.

Commissioner Pouloupoulos made a motion, seconded by Commissioner DeNapoli, to approve the contract with a one-time \$250/year fee, equivalent to a business tax receipt cost, for one year, with no other changes.

Commissioner Graziano stated that his earlier proposal had been a compromise which he felt was beneficial to both the Town and the Chamber. He felt the fee proposed by the current **motion** would not cover the Town's costs.

Motion carried 3-2 (Mayor Malkoon and Commissioner Graziano dissenting).

12. OLD BUSINESS

a. 75th Anniversary Garden

Mayor Malkoon noted that the 75th Anniversary Garden has been funded for two budget cycles. The Commission had considered various ways to fund some type of permanent feature in remembrance of the 75th anniversary, including public art and other options. The Item is budgeted at \$100,000.

Hugh Johnson, representing Architectural Alliance Landscape, recalled that the project began with a kickoff meeting with the Town Manager, followed by a videoconference with the Mayor to determine the scope of services. He presented the proposed design of the 75th Anniversary Garden, which would be located in front of the apiary just outside Town Hall.

Mr. Johnson noted that there are two large mahogany trees on the proposed site, one of which is diseased and was evaluated by an arborist. The tree was determined to be a danger to the public, and the design recommends its removal. An east-west walkway and an anchor are also located on the space.

Design objectives for the 75th Anniversary Garden include:

- Enhancement of the Town Hall and documentation of the Town's history
- Building upon the existing micro-apiary on the site by adding a butterfly garden and native seaside garden, with educational signage
- Creating a gathering space for small group meetings and/or a respite space for the community, possibly developing the site as a pocket park

The design would add a butterfly garden and native seaside planting area to the space, as well as a gathering space in front of the apiary and room for circulation. Respite areas could also be included throughout the garden. The design would feature palm specimens, and landscape berms would be included. The garden would use the same site furniture used elsewhere in the Town.

The plans also ensure that there is space for enhancements which are not currently included in the budget, such as sculpture and paving. Due to the budget, there has been no consideration of using a construction manager (CM) for the project. Demolition could be done by Town Staff, and hardscape material could be purchased directly through the Town and installed by the vendor. Lighting would be low-voltage and affordable.

Commissioner Graziano recalled that a previous butterfly garden planted by the Town had not fared well, and asked if there was a reason for this. He also asked if the

remaining mahogany tree will be trimmed back. Mr. Johnson confirmed that the sick tree will be removed and the remaining tree will be trimmed by an arborist. With regard to the garden, the intent was to design it with both sunlight and shade, with plants which flowered in different seasons.

Commissioner DeNapoli requested clarification of the garden's maintenance costs. Mr. Johnson replied that he has discussed maintenance with Town Staff. Town Manager Connors confirmed that these costs can be absorbed by Staff.

Mayor Malkoon thanked the residents who had contacted the Commission in support of the 75th Anniversary Garden.

Town Manager Connors advised that inclusion of a 15% contingency would raise the project's total estimated cost to \$105,470. Staff will work with the project to keep costs low.

Mayor Malkoon requested consideration of adding a gutter to help with drainage. Mr. Johnson stated that the design has taken drainage into account, with the paved area sloping into the lawn area to drain.

Mayor Malkoon ceded the gavel to Vice Mayor Strauss.

Commissioner DeNapoli made a motion, seconded by Mayor Malkoon, to move forward with the project. Motion carried 3-2 (Vice Mayor Strauss and Commissioner Pouloupoulos dissenting).

Vice Mayor Strauss returned the gavel to Mayor Malkoon at this time.

b. Circuit Funding Discussion

Assistant to the Town Manager Easley explained that this Item includes information about the Town's microtransit program, which is provided through Circuit. The current cost of the program is \$242,179.

Prior to the use of Circuit, the Town provided shuttle service through the Pelican Hopper, which was subsidized by Broward County. The Town is paying Circuit's costs from the General Fund. The Commission directed Staff to explore alternative ways to fund Circuit service. Staff has investigated the following options:

- Broward County surtax funding

- Use of grant funds
- Advertising revenue
- Adding a ridership fee

Because Broward County had allocated \$78,500 in surtax funding toward the Pelican Hopper, Staff has asked the County if they could provide the Town with these funds in lieu of continuing to fund the shuttle. The County responded that microtransit is not included in the current surtax program; however, the Broward County City Managers Association has been working with the County on a third amendment to the surtax inter-local agreement which could allow microtransit programs to be eligible for surtax funding. These negotiations have been ongoing for over 18 months. An update to the inter-local agreement is anticipated in early 2025.

Staff also looked into grant funding, but found that grant dollars would fund only new services, such as an increase in hours or the number of vehicles. Those increases would also increase the Town's costs.

Advertising within the interior and exterior of the vehicle is also a consideration. Circuit has indicated that it may be possible to raise up to \$6000 annually in advertising revenue to offset program costs, which would be insufficient to the need. The Town would also need to consider the use of Town branding for consistency.

At present, two Broward municipalities which use Circuit charge one to two dollars per passenger. Based on the Town's ridership, which is approximately 30,000 individuals per year, the Town could expect to see \$30,000 if they charged \$1 per ride and \$60,000 if the charge was \$2. Once a fee is implemented, however, the Town could see a decrease in ridership of up to 10%.

Based on the above options, Staff recommends continuing to fund Circuit through FY 2025 from the Town's budget while awaiting the outcome of the third amendment to the surtax inter-local agreement. The amendment is expected to include microtransit as an eligible program for surtax funding.

Mayor Malkoon recognized Town Manager Connors and Assistant to the Town Manager Easley for their advocacy on behalf of the amendment to the inter-local agreement. Town Manager Connors advised that Broward County Commissioner Lamar Fisher, who represents the Town, has indicated that he understands the issue and is working to ensure that surtax revenue can at least partially cover the cost of Circuit.

Commissioner Poulopoulos advised that his intent is to be frugal with taxpayer money in the current fiscal year. He cited his vote against the 75th Anniversary Garden as an example. He also did not believe the Town should fully fund Circuit, and asserted that even if surtax funding becomes available for microtransit, cancellation rates might decrease significantly if the Town charges a minimal fee for rides to subsidize the program. He concluded that the Commission should look closely at this option.

Mayor Malkoon commented that improvements to service can be expected if a fee is charged, including better response time.

Vice Mayor Strauss stated he was not in favor of charging a fee and felt the Town should make a greater effort toward securing surtax funding for microtransit. He suggested that because there are incidents of “no-shows” in Circuit ridership, the Town may wish to consider implementing a fee to discourage individuals from requesting service and then not using it. He concluded that he was also not in favor of seeking advertising revenue.

Mayor Malkoon asked if Staff had seen any municipalities which use Circuit that charge a cancellation fee. Town Manager Connors replied that Circuit does not currently have the ability to charge this type of fee, although the Town may request that they consider adding it.

Commissioner Graziano asked if Circuit is able to charge in advance for a reservation. Alana Wortsman, representing Circuit, explained that the Circuit mobile app is not programmed to accept charges for reservations. She continued that Circuit recently implemented fares in its West Palm Beach coverage area because the demand was significantly higher than the supply. Implementing fares helped lower cancellation rates as well as wait times. Because supply and demand are not an issue in Lauderdale-By-The-Sea, however, the best option for microtransit would be use of surtax funding.

Ms. Wortsman added that Circuit could implement promotional codes if, for example, Town businesses wish to subsidize a certain number of rides. It is also possible to use promotional codes to make rides free to Town residents. Town Manager Connors clarified, however, that this code would need to be changed regularly.

Commissioner DeNapoli observed that Circuit, in contrast to the Pelican Hopper, has significant ridership, although it does not qualify for surtax funding at present. He suggested that the Town would not lose anything by implementing a promo code for use

by residents while charging riders who do not have that code for service. He was not in favor of advertising.

Mayor Malkoon asked if there would be a way to create areas or zones on a map in which rides would be free to riders being picked up in those specific areas. Ms. Wortsman confirmed that the zone feature can be implemented in different ways.

Commissioner Pouloupoulos made a motion, seconded by Commissioner Graziano, to approve the renewal of Circuit with a \$2 per passenger fee and no advertising. Motion carried 3-2 (Vice Mayor Strauss and Commissioner DeNapoli dissenting).

Town Manager Connors advised that she would discuss this change further with Ms. Wortsman and bring additional information, including a recommended time frame for implementation, back to the next Commission meeting.

c. Friday Night Music

At this time Mayor Malkoon opened public comment.

Chris Vincent, resident, explained that he had been Mayor at the time the Commission engaged in its initial dialogue regarding the Friday Night Music Series. He had been in favor of having businesses participate in those events by helping to finance them.

Mr. Vincent stated that he has since reconsidered this issue, taking the history of the Friday Night Music Series into consideration. The events have become very popular over time, and the Town earns significant revenue from parking at these events, as do businesses that provide outdoor dining.

While only a handful of businesses are being asked to partner with the Town to fund the Friday Night Music Series, the events benefit all Town businesses as well as residents. The businesses asked to provide funding toward the events are also paying an outdoor dining fee to the Town. Mr. Vincent concluded that he has changed his mind regarding how to pay for the Friday Night Music Series and the Town should continue to fund these events based on what they provide to the community.

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

Mayor Malkoon provided a brief review of previous discussions of this issue, recalling that there were five Friday Night Music Series events in 2024, with a sixth event planned but cancelled due to weather. The Town funded these events. A business owner then secured a contribution of \$15,000 from a vendor, which was provided to the Town for the 2024 events. Not all businesses participated as they had indicated they would.

Mayor Malkoon continued that the Town's FY 2025 budget originally included five Friday Night Music Series events. This was reduced to three events following reconsideration of the original vote, as Commissioner DeNapoli had brought forward more accurate information on the previous Commission discussion. Tonight's discussion will determine whether the Commission chooses to add one or two additional events to the 2025 schedule.

Commissioner Pouloupoulos recalled that he had not been present at the previous meeting at which the Friday Night Music Series discussed at length. He stated that he had participated in the 2023 Commission discussion of how to fund these events, and had originally voted against the events being fully funded by the Town. Once the businesses had indicated willingness to contribute toward funding of the events, he had voted in favor of the Friday Night Music Series.

Commissioner Pouloupoulos expressed concern that at least three planned 2025 events will be fully funded by taxpayers, stating that he may have voted against that decision had he been present. He pointed out that 100% of the costs of the original events were paid for by businesses, which eventually became a division of costs between the businesses and the Town in 2024 and now includes at least three guaranteed Town-funded events.

Commissioner Pouloupoulos emphasized the need for frugality, asserting that there are more important issues on which the Commission should focus than entertainment. He felt the businesses should work together to fund any additional concerts, and noted that no representatives of the businesses in question have come forward to discuss the issue further. He concluded that while he would approve a permit for additional business-funded events, he did not understand why no one from the businesses had come forward to participate in the Commission's discussions.

Commissioner Pouloupoulos added that he was also concerned with the early hour at which setup for the events begins, recalling that previous events did not require setup to begin at 1 p.m. This affects many of the Town's retail businesses in the area, as it

decreases pedestrian traffic to those stores. He also noted that not all businesses have communicated to him that they are in favor of the Friday Night Music Series, and not all Town businesses prosper from the events. He recommended looking into later setup for the three planned events.

Town Manager Connors explained that Staff has discussed the setup with Public Safety entities, who indicated that an early setup time was necessary in order to properly erect the stage and ensure there are no parked cars in the area. The setup has been pushed back as far as the Town feels possible.

Peggy Mohler, owner of the Aruba Beach Café, recalled that street closures for setup had originally been implemented to ensure no cars were parking in the event area. She pointed out that there is currently no parking on A1A, and felt that street closures could begin at 3 p.m. rather than 1 p.m., as the 1 p.m. closure affects restaurants' lunch business. She also noted that the company paid to construct the stage can do so very quickly.

Mayor Malkoon advised that Staff will look into this recommendation and determine whether the setup time can be reduced.

Deputy Town Manager/Public Works Director Ken Rubach explained that the stage currently used for the Friday Night Music Series is larger than the stage used in previous years. He also noted that if the setup is delayed until 3 p.m., the Town would most likely be paying increased costs, including overtime. He confirmed that Staff will look into the possibility of later setup.

Mayor Malkoon asked if setup could be accomplished after the lunch hours in order to minimize the impact on restaurants. Deputy Town Manager/Public Works Director Rubach noted that setup currently begins at 1:30 p.m. and it may be possible to delay setup until 2 p.m., but reiterated that there may be additional costs.

Town Manager Connors suggested that the start time for the event could be pushed back to 7 p.m., but noted that the current process is based on recommendations made by Public Safety entities.

Vice Mayor Strauss commented that he was in favor of adding two more events to the Friday Night Music Series, as well as the Town funding the three events currently planned in 2025. He felt the events serve residents, businesses, and visitors, pointing

out that hotel space is often booked by eventgoers. He concluded that it was ridiculous to continue arguing over the addition of more events which would benefit the Town.

Commissioner Graziano stated that he had visited every business in the Commercial District with the intent of determining what they wanted, but had not spoken to any representatives of those businesses. He also noted that public comment had indicated a concern with the timing of the events' setup.

Commissioner Graziano concluded that he was not in favor of funding events that would allow businesses to make more money that would not be used to help pay for those events.

Commissioner Pouloupoulos stated that he had not been aware that the start time for the Friday Night Music Series was 6 p.m., and questioned the choice of this time rather than a later hour. Town Manager Connors clarified that the event runs from 6 p.m. to 10 p.m.

BSO Captain Wesolowski addressed public safety, recalling that when the concert stage was moved to Commercial Boulevard, setup became more complicated than it had been for previous events. Traffic must be diverted to accommodate the event space, which requires a Maintenance of Traffic (MOT) plan to change the traffic pattern, post signs, implement barricades, and take any other necessary steps for safety. He recalled that when the event was originally held by the businesses, it had been easier to stage, as there were fewer roadways which required closure or diversion.

Commissioner Pouloupoulos suggested that the start time be moved to 7 p.m. He concluded that he did not want to spend additional taxpayer money on the events, as three events have already been planned without any financial commitment by the businesses.

Town Manager Connors clarified that four different businesses have pledged \$500 each toward the 2025 Friday Night Music Series. While the amount was not large, she felt it should be recognized.

Vice Mayor Strauss recalled that the Commission has seen statistics of the additional parking revenue realized by the Town on the nights when Friday Night Music Series events are held. He estimated that this had produced an additional \$3000 per event.

Commissioner Graziano stated that he did not feel an additional \$3000 per event was meaningful when the Town is subsidizing the parking spaces in question. He added that

the lots were not purchased and developed for the purpose of earning extra income during community events.

Vice Mayor Strauss asserted that the Town is a municipality and not a business, and is intended to serve its residents rather than make a profit.

Mayor Malkoon clarified that a motion would be necessary if the Commission wished to change the number of planned events.

Vice Mayor Strauss made a motion to approve two more events. [The motion died for lack of second.]

Vice Mayor Strauss made a motion to have one more event for a total of four. [The motion died for lack of second.]

Mayor Malkoon confirmed that this meant there would be no change to the number of currently planned events.

13. NEW BUSINESS

a. Special Event Application: Feast of the Holy Epiphany 01.06.25

Commissioner Pouloupoulos made a motion, seconded by Vice Mayor Strauss, to approve.

Town Manager Connors advised that this Item included a recommendation for the Commission to consider waiving the fees associated with the Special Event Application. It was clarified that the **motion** included the waiver of these fees.

Motion carried 5-0.

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner Graziano thanked all who attended the recent Founders Day and Veterans Day events, and recognized Town Staff and PBFR for their assistance.

Commissioner DeNapoli noted that residents of Lauderdale-By-The-Sea had passed a ballot initiative which would move Town elections from March to November. Over 89% of voters were in favor of this initiative. He pointed out that this change would both increase voter participation and save the Town money on its elections.

Commissioner DeNapoli added that one difference between the Commission discussions of the 75th Anniversary Garden and the Friday Night Music Series was that no one had objected to the inclusion of the garden during the Commission's budget meetings, while there had been lengthy discussion of the Friday Night Music Series during those meetings.

Commissioner DeNapoli also congratulated Staff on their work in making the recent Veterans Day event a success.

Vice Mayor Strauss recalled that at the October 22, 2024 Commission meeting, the issue of the Friday Night Music Series was brought up in a procedural manner. He had not taken issue with how the events were brought up; however, he did not believe the discussion should have been voted upon at that time without providing an opportunity for residents to express their opinions.

Vice Mayor Strauss read the following statement into the record at this time:

"As a member of this Commission, we are all here with a shared purpose to serve in a way that respects the voices, time, and trust that our citizens and stakeholders place in us. We have a commitment to transparent decision-making, thoughtful deliberation, and the best interests of all. I am concerned regarding the use of procedure in our last Commission meeting to expedite decisions without sufficient time to review.

"I am concerned that recent decisions have limited the Commission's ability to fully review and consider key issues and opinions of our community and the stakeholders. I think that when procedural tactics are used to expedite decisions without full transparency or time to reflect, it undermines our commitment to thorough, inclusive decision-making. I believe we do more harm when we rush into decisions without adequate reflection, both in terms of Board or Commission integrity and stakeholder trust. Rushed decisions, particularly on important matters, can lead to unforeseen consequences, erode trust, and set a precedent for bypassing collective input. Taking time to consider all viewpoints ensures

better outcomes for our community and builds confidence among those we serve.

“To uphold our standards that I have been part of for the last six years, I propose that we establish a minimum review period for significant issues to ensure everyone has an adequate time to understand and contribute to each decision. This would reinforce our dedication to transparency and accountability.”

Vice Mayor Strauss concluded that he planned to ask the Commission to consider this proposal for possible action in the near future.

Mayor Malkoon recalled that following the October 22, 2024 meeting, the Town hosted Broward County Commissioner Lamar Fisher and other District Mayors for a breakfast event, and recognized the work of Town Staff in making this event a success. He also complimented recent community events including Founders Day and Veterans Day.

16. ORDINANCES 1ST READING

None.

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

- b. RESOLUTION 2024-50 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AUTHORIZING A REVOLVING LINE OF CREDIT AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$4,000,000 TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA TAXABLE REVENUE NOTE, SERIES 2024, FOR THE PURPOSE OF FINANCING EXPENSES RELATED TO NATURAL DISASTERS INCLUDING HURRICANES AND OTHER EMERGENCIES OF THE TOWN AND PAYING COSTS OF ISSUANCE NECESSARY AND INCIDENTAL THERETO; APPROVING THE FORM OF REVENUE NOTE, SERIES 2024, AND A REVOLVING LOAN AGREEMENT; PROVIDING OTHER DETAILS WITH RESPECT THERETO; 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 recalled that the Commission had requested the establishment of the line of credit at a previous meeting. Staff had brought back information at the October 22, 2024 meeting, at which time additional questions arose.

One question had addressed whether the bank offered margining or portfolio lending. The bank responded that both of these activities are available only to individuals, not to municipalities. The second question was whether or not the Town was required to pay documentary stamps and an intangible tax. It was clarified that municipalities are exempt from paying either of these.

Director of Budget and Finance Lang requested Commission direction to Staff on how to proceed after tonight's meeting. The Town Attorney's Office has already drafted the necessary documents if the Resolution is approved tonight.

Mayor Malkoon stated that the Town's reserve funds would be insufficient to meet the Town's needs in the event of an emergency, and advised that he saw no difference between a \$2 million and a \$4 million line of credit as far as costs were concerned. The debt would not incur any costs unless it is used, which would require Commission approval.

Commissioner DeNapoli noted that the \$4 million line of credit carries a one-time fee of \$12,500. He had also asked if this is a standard fee, to which the bank indicated it was the standard rate for that type of line of credit. The line of credit is good for five years. He concluded that the issue has been thoroughly vetted and he was in favor of moving forward.

Commissioner Poulopoulos also felt the line of credit would serve as a strong safety net and the one-time fee would be money well spent. He was also in favor of the line of credit.

Vice Mayor Strauss made a motion, seconded by Commissioner DeNapoli, to proceed as stated for the \$4 million safety net and the fee of \$12,500.

It was clarified that the \$12,500 fee must be paid up front, as it covers legal counsel fees.

Motion carried 5-0.

c. RESOLUTION 2024-51 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A ROW AGREEMENT WITH FLORIDA POWER & LIGHT FOR THE UNDERGROUND CONVERSION OF CERTAIN OVERHEAD ELECTRIC DISTRIBUTION FACILITIES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Development Services Director Jhanelle Campbell stated that this Resolution authorizes a right-of-way agreement between the Town and Florida Power and Light (FPL) to convert overhead electrical lines to underground lines on Seagrape Drive. A developer is constructing duplexes on Shore Court and had requested that power lines be buried between these buildings; however, the request was denied by FPL, which is requiring the lines to be placed along Seagrape Drive within the Town's right-of-way due to the denial of an easement by a nearby property owner.

At the September 19, 2024 Commission meeting, the Commission approved the agreement with FPL to proceed with the underground installation along Seagrape Drive. Resolution 2024-51 authorizes the Town Manager to execute the conversion agreement with FPL and also allows for minor modifications to the agreement, subject to Town Manager and Town Attorney approval.

The agreement holds the Town responsible for the costs related to conversion and future relocation of the power lines. Resolution 2024-60 is a companion Resolution which would require the developer to reimburse the Town for all associated costs, including agreement preparation, execution, permanent easement and legal costs, relocation and rearrangement expenses, construction and excavation protection of underground facilities, and legal fees for enforcing the agreements' terms. If approved, Resolution 2024-51 would take effect upon final approval.

Companion Resolution 2024-60 was read into the record at this time so the two Items could be discussed together and voted upon separately.

d. RESOLUTION 2024-60 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A DEVELOPER AGREEMENT WITH SKY 360 DEVELOPMENT, LLC. FOR THE

REIMBURSEMENT OF COSTS INCURRED AND ASSOCIATED WITH THE UNDERGROUND CONVERSION OF CERTAIN OVERHEAD ELECTRIC DISTRIBUTION FACILITIES WITHIN THE TOWN'S ROW; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE DEVELOPER AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Commissioner Graziano stated that he did not like having FPL dictate what is necessary for these improvements to the Town, nor was he in favor of the developer having to pay for the improvements. He asked that Staff look into any options the Town may have in the future to prevent similar situations.

Vice Mayor Strauss made a motion, seconded by Commissioner DeNapoli, to approve Resolution 2024-51. Motion carried 5-0.

Commissioner Pouloupoulos made a motion, seconded by Vice Mayor Strauss, to approve Resolution 2024-60. Motion carried 5-0.

- e. RESOLUTION 2024-52 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH JANICE M. RILEY INC. DBA THE PAVING LADY FOR PAVEMENT RESURFACING SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE AVENTURA CONTRACT AWARDED PURSUANT TO INVITATION TO BID NO. 20-03-19-3; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

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

Deputy Town Manager/Public Works Director Rubach advised that this Resolution addresses part of the Town's FY 2025 CIP, including three streets which were selected for this year's paving program. These are Ocean Mist from Bel Air to Blue Water Terrace North, Sailfish from Bel Air to Blue Water Terrace North, and West Terra Mar Drive from South Terra Mar Drive to the Town limit just north of Cypress Creek.

Deputy Town Manager/Public Works Director Rubach noted that two catch basins with exfiltration pipe will be added on West Terra Mar Drive at the intersection with Seaward. While this will not mitigate all the flooding issues at that location, it is expected to help in the event of nuisance storms.

The Town has previously executed another piggyback agreement with the contractor, who worked on several sidewalk projects as well as paving and patching on El Mar Drive and the Downtown area.

The streets chosen for this year's CIP are based on the original pavement condition study conducted by the Town, as well as the Deputy Town Manager/Public Works Director's assessment of the roadways.

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

f. Continuing Professional Services Contracts

It was determined that these Items would be presented together, along with the opportunity for public comment, and voted upon separately.

RESOLUTION 2024-53 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FLYNN ENGINEERING SERVICES, P.A. PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-01 FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

RESOLUTION 2024-54 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BAXTER & WOODMAN, INC. PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-01 FOR CONTINUING PROFESSIONAL ENGINEERING AND TRAFFIC ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

RESOLUTION 2024-55 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-01 FOR CONTINUING PROFESSIONAL ENGINEERING, LANDSCAPE ARCHITECTURE, AND TRAFFIC ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

RESOLUTION 2024-56 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CAULFIELD & WHEELER, INC. PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-01 FOR CONTINUING PROFESSIONAL ENGINEERING, LANDSCAPE ARCHITECTURE, SURVEY AND MAPPING, AND TRAFFIC ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

RESOLUTION 2024-57 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CARNAHAN, PROCTOR, AND CROSS, INC. PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-01 FOR CONTINUING PROFESSIONAL ENGINEERING, LANDSCAPE ARCHITECTURE, SURVEY AND MAPPING, AND TRAFFIC ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

RESOLUTION 2024-58 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WALTERS ZACKRIA ASSOCIATES, PLLC PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-01 FOR CONTINUING PROFESSIONAL ARCHITECTURE SERVICES; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

RESOLUTION 2024-59 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HITCHCOCK

**DESIGN GROUP INC. PURSUANT TO REQUEST FOR
QUALIFICATIONS NO 2024-07-01 FOR CONTINUING PROFESSIONAL
LANDSCAPE ARCHITECTURE SERVICES; PROVIDING FOR
AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.**

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

Deputy Town Manager/Public Works Director Rubach recalled that in September 2024, Staff ranked its certified professional agreements as required by State Statute. 12 firms applied for the ranking, and the firms named in the above Resolutions were the top seven firms recommended. The Commission then instructed the Town Manager to negotiate contracts with these firms, which are only paid when the Town uses their services for projects of appropriate costs.

Commissioner DeNapoli made a motion, seconded by Vice Mayor Strauss, to approve Resolution 2024-53 for Flynn Engineering Services. Motion carried 5-0.

Commissioner Pouloupoulos made a motion, seconded by Commissioner DeNapoli, to approve Resolution 2024-54 for Baxter and Woodman. Motion carried 5-0.

Vice Mayor Strauss made a motion, seconded by Commissioner DeNapoli, to approve Resolution 2024-55 for Kimley Horn and Associates. Motion carried 5-0.

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to approve Resolution 2024-56 for Caulfield and Wheeler. Motion carried 5-0.

Commissioner Pouloupoulos made a motion, seconded by Commissioner Graziano, to approve Resolution 2024-57 for Carnahan, Proctor, and Cross. Motion carried 5-0.

Vice Mayor Strauss made a motion, seconded by Commissioner DeNapoli, to approve Resolution 2024-58 for Walters Zackria and Associates. Motion carried 5-0.

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to approve Resolution 2024-59 for Hitchcock Design Group. Motion carried 5-0.

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 10:12 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION ETHICS TRAINING
MEETING MINUTES**

Jarvis Hall

4505 Ocean Drive

Tuesday, December 3, 2024

4:00 PM

1. Attendees

Mayor Edmund Malkoon, Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner Pouloupoulos.

2. Presenters

Town Attorney Robert Myers and Town Attorney Susan Trevarthen

3. Presentation

Ethics Training for Town Elected Officials

4. Duration: 2 hours

Mayor Edmund Malkoon

ATTEST:

Town Clerk

Date



Agenda Item No: 12.a.

Town Commission Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: OLD BUSINESS

Subject Title: RESOLUTION 2024-63: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE PIGGYBACK AGREEMENT WITH CIRCUIT TRANSIT INC. FOR THE PROVISION OF POINT TO POINT TRANSPORTATION SERVICES WITHIN THE TOWN;; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: This agenda item proposes an amendment to the existing agreement between Lauderdale-By-The-Sea and Circuit Transit Inc., aimed at introducing a \$2 fare for Circuit micro-transit riders. This decision follows the Town Commission's directive to explore options to offset the cost of operating Circuit, possibly through grants, surtax funding and/or advertising. Additionally, staff is recommending a promotional code for three free rides to be offered beginning January 1, 2025. The code will be posted on the Town's webpage and social media pages and will be available for users within the app.

Staff recommends starting a new fare structure on January 1, 2025. Staff request the Commission choose how to implement the \$2 fare by selecting one of the following options:

Option #1: Setting the first rider's base fare at \$2. Additional riders are \$1 per rider, with a maximum fare of \$5.00 for the total ride.

Option #2: Setting the fare at \$2 per ride.

Public Education

The app has always been available to international users, requiring a geolocation adjustment for functionality. The Town offers usage instructions on the Circuit webpage and plans to enhance support by hosting tutorial sessions at the community center and providing updated pricing information and promotional codes.

Recommendation: Approve Resolution 2024-63 Authorizing the Town Manager to execute the First Amendment to the piggyback agreement from the City of Pompano Beach contract with Circuit Transit Inc.

Exhibits:

1. Resolution 2024-63 Circuit Amendment

RESOLUTION NO. 2024-63

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE PIGGYBACK AGREEMENT WITH CIRCUIT TRANSIT INC. FOR THE PROVISION OF POINT TO POINT TRANSPORTATION SERVICES WITHIN THE TOWN;; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) entered into a piggyback agreement with Circuit Transit Inc. (the “Contractor”) for point to point micro-transit transportation services within the Town (the “Services”) based on Pompano Beach Ordinance No. 2021-44 competitively awarding a contract pursuant to Request for Proposals No. P-29-20 (the “Pompano Beach Agreement”); and

WHEREAS, the Town desires to enter into an amendment to the Piggyback Agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor to add legally required terms and to institute a fare for service schedule for riders; and

WHEREAS, Town Staff recommends that the Town Commission approve and authorize the First Amendment to the Piggyback Agreement with the Contractor for the Services; and

WHEREAS, in accordance with Section IV.E. of the Town’s Purchasing Manual, the Town Commission deems it to be in the best interests of the Town to approve the First Amendment to the Piggyback Agreement with the Contractor, in substantially the form attached hereto as Exhibit “A,” and authorize the Town Manager to execute it.;

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 First Amendment. The Town Commission hereby approves the First Amendment to the Piggyback Agreement with the Contractor for the Services.

Section 3. Authorization to Execute First Amendment. The Town Manager is hereby authorized to execute the First Amendment to the Piggyback Agreement with the Contractor for the provision of the Services, 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 December, 2024.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**TOWN OF LAUDERDALE-BY-THE-SEA
FIRST AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES
(POINT TO POINT)
(Piggyback Competitive Award)**

THIS FIRST AMENDMENT TO AGREEMENT is made this ____ day of January, 2025 (the "Effective Date") between the **TOWN OF LAUDERDALE-BY-THE-SEA**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **CIRCUIT TRANSIT, INC.** (the "Contractor"). Collectively, the Town and the Contractor as referred to as "Parties."

WITNESSETH

WHEREAS, on March 14, 2023, the Town entered into a Piggyback Agreement (the "Piggyback Agreement"), attached hereto as Attachment 1, to utilize the Contractor for the provision of Micro-Transit Transportation Services (the "Services"); and

WHEREAS, pursuant to correspondence titled AG 2023-14 Micro Transit Service, dated June 4, 2024, the Piggyback Agreement was previously renewed for an additional year by the parties, and its term was extended until February 23, 2025; and

WHEREAS, the Piggyback Agreement was premised upon the City of Pompano Beach, Florida's Agreement awarded pursuant to Request for Proposals No. P-29-20 (the "RFP") for the Services which contract Piggyback Agreement is attached hereto as Attachment "2" (the "Master Contract"); and

WHEREAS, the parties wish to enter into the First Amendment to the Piggyback Agreement.

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

1. **Incorporation of Contract.** The terms and conditions of the Piggyback Agreement, attached hereto as Attachment "1," inclusive of the Master Contract that is attached hereto as Attachment 2, are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Piggyback Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement, the Piggyback Agreement, and the terms and provisions of the Master Contract, this Agreement shall control, followed in precedence by the terms and provisions of the Piggyback Agreement and the master Contract, in that order.

3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Piggyback Agreement unless otherwise provided in this Agreement. All references to the "City of Pompano Beach" or "City" shall be replaced with the "Town of Lauderdale-By-The-Sea" or "Town," where applicable.

4. **Section 2.6.1.6 of Master Contract.** Section 2.6.1.6 of the Master Contract is hereby deleted in its entirety and replaced as follows:

The base fare is \$2 for the first rider. Additional riders are \$1 per rider, with a maximum fare of \$5.00 for the total ride. Tipping is permitted but not required.

OR

The base fare is \$2 for the first rider. Tipping is permitted but not required.

5. **Additional Provisions.** The following additional provisions are hereby added to the Piggyback Agreement and Master Contract:

41. 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.

42. 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:

A. 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.

43. COMMODITIES PRODUCED BY FORCED LABOR. To the extent that commodities are provided, the Contractor shall comply with the requirements of Section 287.1346, Florida Statutes regarding the use of forced labor. The Town shall have the right to terminate this Agreement for its convenience if the Contractor is placed on the Forced Labor Vendor List as provided in Section 287.1364, Florida Statutes.

[Rest of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year as first stated above.

TOWN OF LAUDERDALE-BY-THE-SEA

CIRCUIT TRANSIT INC.

By: _____
Linda Connors
Town Manager

By: _____

Name: _____

Attest:

Title: _____

By: _____
Katrina Adler
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Susan L. Trevarthen
Town Attorney

**TOWN OF LAUDERDALE-BY-THE-SEA
AGREEMENT FOR TRANSPORTATION SERVICES (POINT TO POINT)
(Piggyback Competitive Award)**

THIS AGREEMENT is made this 14th day of March, 2023 (the "Effective Date") between the **TOWN OF LAUDERDALE-BY-THE-SEA**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **CIRCUIT TRANSIT, INC.** (the "Contractor"). Collectively, the Town and the Contractor as referred to as "Parties."

WITNESSETH

WHEREAS, the Town desires to utilize the Contractor for the provision of Micro-Transit Transportation Services (the "Services"); and

WHEREAS, the City of Pompano Beach, Florida, issued Request for Proposals No. P-29-20 (the "RFP") for the Services and competitively awarded a contract to the Contractor pursuant to the RFP, which contract is attached hereto as Attachment "1" (the "Master Contract"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and Master Contract, except as otherwise modified herein; and

WHEREAS, the Town Procurement Manual provides authority for the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

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

1. **Incorporation of Contract.** The terms and conditions of the Master Contract, attached hereto as Attachment "1," is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Master Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Master Contract, the terms and provisions of this Agreement shall control.

3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Master Contract unless otherwise provided in this Agreement. All references to the "City of Pompano Beach" or "City" shall be replaced with the "Town of Lauderdale-By-The-Sea" or "Town," where applicable.
4. **Exhibit "A" of Master Contract.** Exhibit "A" of the Master Contract is hereby deleted and replaced with the "Service Area Map" attached hereto as Exhibit "A" and incorporated herein by this reference.
5. **Exhibit "B" of Master Contract.** Exhibit "B" of the Master Contract is hereby deleted and replaced with the "Driver Schedule" attached hereto as Exhibit "B" and incorporated herein by this reference.
6. **Exhibit "C" of Master Contract.** Exhibit "C" of the Master Contract is hereby deleted and replaced with the "Compensation Schedule" attached hereto as Exhibit "C" and incorporated herein by this reference.
7. **Section 4 of Master Contract.** Section 4 of the Master Contract is hereby deleted in its entirety and replaced as follows:

The Term of this Agreement shall commence on the Effective Date, and shall continue until February 23, 2024, unless sooner terminated as provided in this Agreement. The parties may mutually agree to renew the term of this Agreement for two (2) additional one (1) year terms, subject to the approval of the Town Commission, and the execution by both parties of a written amendment to this Agreement providing for the renewal term.

8. **Section 17.1 of Master Contract.** Section 17.1 of the Master Contract is hereby deleted in its entirety and replaced as follows:

The CONTRACTOR shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in Exhibit "E," RFP P-29-20 and Contractor's Response, which is attached and incorporated into this Agreement.

9. **Section 29 of Master Contract.** Section 29 of the Master Contract is hereby deleted in its entirety.
10. **Section 30 of Master Contract.** Section 30 of the Master Contract is hereby deleted in its entirety and replaced as follows:

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving notice shall remain such until

they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the TOWN designate the following as the respective places for giving of notice:

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

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

For The Contractor: James Mirras
 Circuit Transit Inc.
 777 S. Flagler Drive
 Suite 800W
 West Palm Beach, FL 33401
 james@ridecircuit.com
 (631) 903-4448

 Jason Bagley
 Circuit Transit Inc.
 1305 SW 8th Avenue
 Fort Lauderdale, FL 33315
 jason@ridecircuit.com
 (305) 494-1612

11. **Section 31 of Master Contract.** Section 31 of the Master Contract is hereby deleted is hereby deleted in its entirety and replaced as follows:

CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) 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.

7.23.2 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.

7.23.3 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.

7.23.4 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) business 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.

7.23.5 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, (954-640-4200), OR BY MAIL: Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

12. Additional Provisions. The following additional provisions are hereby added to the Master Agreement:

37. The Town is pursuing the potential use of funds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes. In the event that the Town is authorized to use such funds towards the Services provided in this Agreement, Contractor agrees to comply with the terms and conditions of the transportation surtax funds.

38. 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 the 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 the 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.

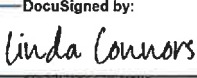
39. Ethics.

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 contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
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.

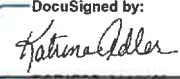
40. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

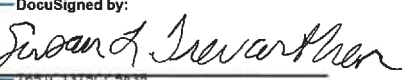
TOWN OF LAUDERDALE-BY-THE-SEA

By: 
Linda Connors
Town Manager

Attest:

By: 
Katrina Adler
Town Clerk

Approved as to form and legal sufficiency:

By: 
Susan L. Trevarthen
Town Attorney

CIRCUIT TRANSIT INC.

By: 

Name: Jason Bagley

Title: Partner

Attachment 1

City of Pompano Beach
Agreement for Transportation Services (Point To Point)

See Exhibit 1 of 03-14-23 Agenda Memorandum

Exhibit A
Service Area Map



Exhibit B
Driver Schedule

Hours of Operation: Hours are subject to change depending on hours of operation of area restaurant/bars and demand for services:	
Days of the Week	Time Schedule
Sunday – Thursday	10:00 AM – 8:00 PM
Friday – Saturday	10:00 AM – 11:00 PM

Exhibit C

Compensation Schedule

CIRCUIT TRANSIT INC. 3 YEAR PROJECTED COST (2.5 NEV CAR SERVICE)

Item	Description	Total (USD)
Staff - Drivers-Supervisors	8,898 Vehicle Hours - 2,500 Supervisor Hours	\$152,096.88
Management and Admin	Operations Manager - Administrative Duties - Customer Service - Data Reporting	\$41,779.36
Insurance	All Applicable	11,141.16
Infrastructure	Vehicles - Technology - Hardware - Storage and Technology	\$34,816.13
Misc.	Office Supplies, Etc.	\$4,177.94
Minimum Guaranteed Advertising Revenue		
Total Initial Proposed Annual Cost Year 1		\$244,011.47

3 YEAR PROJECTED COST

	Year 1	Year 2	Year 3
	\$244,011	\$249,379	\$254,865
Less: Credit for storage/charging space (2,400/per vehicle)	(\$7,200)	(\$7,200)	(\$7,200)
Total Revised Cost	\$236,811	\$242,179	\$247,665



June 4, 2024

Jason Bagley
Circuit Transit Inc.
1305 SW 8th Avenue
Fort Lauderdale, FL33315

Re: AG 2023-14 Micro-Transit Service

Dear Mr. Bagley,

On March 14, 2023 the Town entered into an Agreement for Continuing services. The negotiated contract includes an option for the agreement to be renewed for one year under the same terms and conditions if mutually agreeable to the parties. The contract expires on February 23, 2024.

The Town Commission would be pleased to have your company continue providing Professional services for the Town of Lauderdale-By-The-Sea for the coming year, commencing, February 24, 2024 through February 23, 2025. If you agree, the contract extension will be at the same terms and conditions of the current agreement.

Thank you for providing Continuing services to the Town of Lauderdale-By-The-Sea as we value our long-standing relationship with Circuit Transit Inc. and your commitment to our Town.

Sincerely,

Linda Connors
Linda Connors
Town Manager

Jason Bagley
Jason Bagley
6/7/2024 | 7:16 AM PDT
Date

ORDINANCE NO. 2021- 44

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR TRANSPORTATION SERVICES (POINT TO POINT) BETWEEN THE CITY OF POMPANO BEACH AND CIRCUIT TRANSIT INC., TO PROVIDE MICRO-TRANSIT TRANSPORTATION SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Circuit Transit Inc., to provide micro-transit transportation services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Circuit Transit Inc.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 23rd day of February, 2021.

PASSED SECOND READING this 23rd day of February, 2021.

DocuSigned by:

Rex Hardin

502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:

Asceleta Hammond

775D4290316A490...

ASCELETA HAMMOND, CITY CLERK

DocuSigned by:



/jrm
2/8/21
L:ord/2021-109

AGREEMENT FOR TRANSPORTATION SERVICES (POINT TO POINT)

THIS AGREEMENT is entered into this 23rd day of February 2021, by and between the CITY OF POMPAÑO BEACH, a Florida municipal corporation, having its principal office located at 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060 (referred to as "CITY"), and CIRCUIT TRANSIT INC. (referred to as "CONTRACTOR"), authorized to do business in Florida, whose address is 777 S. Flagler Drive, Suite 800 W, West Palm Beach, FL 33401; collectively referred to as "the Parties."

WHEREAS, the CITY issued a Request for Proposals ("RFP") for Micro-Transit Transportation Services, RFP No. P-29-20, on August 10, 2020; and

WHEREAS, Circuit Transit Inc. submitted its response to the CITY's RFP for Micro-Transit Transportation Services; and

WHEREAS, on December 8, 2020, the CITY Commission directed staff to begin negotiations with Circuit Transit, Inc.; and

WHEREAS, the Parties desire to enter into this Agreement to provide Micro-Transit Transportation Services (the "Services") consistent with the CONTRACTOR's response to the RFP Proposal; and

WHEREAS, the CITY finds that this Agreement serves a municipal and public purpose and conforms to the requirements of Florida law;

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions and undertakings contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Incorporation of Recital. The above recitals are true and correct and are incorporated by reference.

2. Scope of Services

2.1 The CONTRACTOR shall provide Services to the CITY, in accordance with and pursuant to CONTRACTOR's Proposal, and the terms and conditions of this Agreement. The Services may be adjusted based upon the needs of the users, and may be adjusted by mutual agreement of the Parties and their execution of a written amendment to this Agreement. Notwithstanding the foregoing, to the extent that the terms and conditions of this Agreement conflict with the terms and conditions of the CONTRACTOR's Proposal, this Agreement shall control.

2.2 CONTRACTOR shall provide a year-round point to point transportation program that will provide the City of Pompano Beach residents, visitors, and business employees ("Riders") with convenient and efficient transportation options. The Service should be hospitality

oriented, and may include supplementary service during special events requiring vehicles, personnel, and resources.

2.3 Micro-Transit Transportation Services. CONTRACTOR will be responsible for providing the Services within the boundaries of the Service Area as shown in the map in **Exhibit "A"**, which is attached and incorporated in this Agreement by reference.

2.4 The goals of the Services to be provided by CONTRACTOR are to do the following:

- 2.4.1. Operate a demand-response system throughout the boundaries of the Service Area indicated in **Exhibit "A"**. All rides shall either commence or terminate within the boundaries of the Core Service Area described in **Exhibit "A."** The demand-response system boundaries served by CONTRACTOR may be changed upon the execution of a written amendment to the Agreement executed by the CONTRACTOR and the CITY's City Manager or their authorized representatives.
- 2.4.2. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers that will serve as ambassadors, more specifically described in Section 2.6.
- 2.4.3. Feature a mobile application with which the user will be able to locate their position and flag a proximate, available vehicle to make the pickup.
- 2.4.4. Cut down time workers and visitors spend in their vehicles circling and idling in the hopes of finding parking adjacent to their destination.
- 2.4.5. Allow users to get to their destination within the Service Area without the need to drive, park or even own a personal vehicle.
- 2.4.6. Reduce traffic and vehicle emissions in the Service Area.

2.5 CONTRACTOR shall utilize no less than three (3) Neighborhood Electric Vehicles (NEV), and at least one (1) wheelchair-accessible NEV, for a total of no less than four (4) vehicles in CONTRACTOR's fleet of vehicles (the "Vehicles") to provide Services pursuant to this Agreement. All Vehicles will meet the Federal Motor Vehicle Safety Standards. CONTRACTOR shall also supply charging equipment for the Vehicles for the duration of this Agreement. The Vehicles used throughout the Term of this Agreement must be consistent and identifiable with the appropriate signage as described in this Agreement.

2.6 The CONTRACTOR agrees to meet the following performance criteria for the Services to be provided pursuant to this Agreement:

2.6.1 Services:

- 2.6.1.1 The CONTRACTOR shall provide the Services to the Riders by providing on-demand rides to work, for shopping, restaurant, events, nightlife access and for various venues serving the Core Service Area which is attached as **Exhibit "A"**.
- 2.6.1.2 Service will be provided Sunday through Thursday 10:00 A.M. until 8:00

P.M. and Friday through Saturday 10:00 A.M. until 11 P.M. Any changes in total service hours shall be in writing and mutually agreed upon in writing executed by the CITY's City Manager and the CONTRACTOR.

- 2.6.1.3 CONTRACTOR shall comply with the driver schedule, which is attached as **Exhibit "B"**, in order to insure there is a minimum number of vehicles operating within the Service Area. Three (3) vehicles shall have a minimum capacity of five (5) standard passengers, and at least one (1) vehicle shall have a decreased standard passenger capacity to provide for one (1) wheelchair passenger.
- 2.6.1.4 All trips must begin and end within the Core Service Area as shown on the Service Area Map, which is attached hereto as **Exhibit "A"**. Any changes in the Service Area Map, including the Core Service Area, shall be in writing and mutually agreed upon in writing executed by the CITY and the CONTRACTOR.
- 2.6.1.5 The Parties shall meet at least annually to review the services provided in the Service Area and the Core Service Area, and determine if any adjustments are necessary. Any agreed upon adjustments shall be reduced to a written amendment to this Agreement, to be executed by both Parties.
- 2.6.1.6 The service shall be free to users. Tipping is permitted, but not required.
- 2.6.1.7 CONTRACTOR and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to themselves, other passengers, the driver, the vehicle, or other vehicles or persons.
- 2.6.1.8 CONTRACTOR is permitted to establish reasonable restrictions on the provision of services to non-service animals.
- 2.6.1.9 CONTRACTOR shall be prepared to adjust fleet to adhere to changing demands, such as during special events, as more particularly defined in Section 3.4 of the Agreement.
- 2.6.1.10 CONTRACTOR will communicate any problems or requests to the CITY through its City Manager or designee.
- 2.6.1.11 CONTRACTOR will have the right to suspend operation of the vehicles without penalty in the case of severe weather, unsafe operating conditions, or the issuance of a tropical storm or hurricane watch or warning, subject to providing written notification to the CITY.

2.6.2 Drivers

- 2.6.2.1 CONTRACTOR agrees that their drivers shall serve as ambassadors for the City of Pompano Beach, and shall present themselves in a friendly, personable, and customer-service oriented manner at all times.
- 2.6.2.2 CONTRACTOR shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to engagingly communicate with riders while answering their questions.
- 2.6.2.3 Drivers must be knowledgeable about the City of Pompano Beach and

comfortable speaking of the City of Pompano Beach as a visitor destination. Preference shall be given to hire drivers who reside in the City of Pompano Beach. An ability to converse in other languages (French and Spanish) would be helpful.

2.6.3 Vehicles:

- 2.6.3.1 CONTRACTOR's vehicles shall be properly licensed and authorized to legally operate on the public streets and rights-of-way in the State of Florida.
- 2.6.3.2 Vehicles shall be equipped with equipment/hardware to collect ridership data and with GPS units for vehicle location.
- 2.6.3.3 Vehicles shall be aesthetically suitable for a neighborhood shuttle.
- 2.6.3.4 CONTRACTOR shall be responsible for the cleanliness interior and the exterior of the vehicles. Vehicles shall be free of graffiti, vandalism, defacement and other damage to the satisfaction of the CITY.
- 2.6.3.5 CONTRACTOR must ensure that at least one vehicle in use, at all times, is wheelchair-accessible.
- 2.6.3.6 CITY will provide for Four (4) spaces within its Pier Parking Garage for vehicle storage and charging.
- 2.6.3.7 Vehicle maintenance must be performed by the CONTRACTOR.

2.6.4 Technology/App:

- 2.6.4.1 After a ride is requested, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.
- 2.6.4.2 CONTRACTOR shall offer a mobile application ("App") that is available to individuals on their Android and iPhone electronic devices. The App will allow an individual to do the following with their Android and iPhone devices:
 - a. View location of vehicle, stops, and estimated times of arrival ("ETA") in real-time after a request is made and assigned to a driver.
 - b. App shall be at no cost to the user.
 - c. App shall allow users to provide feedback and rate drivers.
 - d. Allow an individual to request a pickup and be given an estimated wait time based upon driver and vehicle availability.

CONTRACTOR shall maintain updates to the App, provide App maintenance, and App issue solving at no cost to the CITY. The CONTRACTOR shall be able to track Rider and usage data and provide reports to CITY. The App will allow CONTRACTOR's drivers to enable real-time tracking and passenger counting. CONTRACTOR shall fully retain all rights and ownership in its App.

- 2.6.5 When drivers use the App to respond to Riders' ride requests, the driver app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.
- 2.6.6 CONTRACTOR shall provide a toll-free telephone number that may be used by Riders to access service information.
- 2.7 Customer service is one of the CITY's key factors of the Services to be provided by CONTRACTOR. CONTRACTOR will be responsible for addressing all complaints in a courteous and timely manner and provide reports to CITY staff as needed and upon City's request.
- 2.8 CONTRACTOR will provide services using its own vehicles. Creative, tourist- oriented and colorful designs of the vehicles are encouraged. CONTRACTOR will provide notice to the CITY for review and comment on the final design, which shall be subject to the CITY's consent, and such consent shall not be unreasonably withheld. The CITY shall be deemed to have consented to the final design if the CITY has not objected to such design within forty-eight (48) hours of notice. CONTRACTOR will be responsible for all costs associated with the design of the vehicles.
- 2.9 CONTRACTOR shall replace any vehicle at its sole expense when the vehicle cannot be maintained in good working order, in accordance with applicable laws, and regulations, or the vehicles are no longer able to be maintained in accordance with the requirements of this Agreement. CONTRACTOR shall use its best efforts to restore non-operational vehicles within 10 business days from the date of any incident requiring the vehicle to be removed from operation. CONTRACTOR shall provide verbal and written notice to the CITY of any delay in restoring a non-operational vehicle that extends beyond 10 business days from the date of malfunction. If the CITY determines that any such delay is due to CONTRACTOR's lack of diligence, the CITY will have the right to pursue any remedy provided for in this Agreement or at law or equity.
- 2.10 If the Parties agree on modifications or revisions to an element of the Services, after the CITY has approved performance of a particular task or project, and a budget has been established for that task or project, the CONTRACTOR shall submit a revised budget to the CITY for approval prior to proceeding with the task or project.
- 2.11 Reporting. CONTRACTOR shall provide CITY with, monthly, quarterly, and yearly level of service reports. All reports will be due within 15 days of the period end. Upon request by the CITY, CONTRACTOR shall provide the CITY with weekly level of service reports. These reports shall include the following:
- 2.11.1 Number of Riders on a daily, weekly, and monthly basis and locations for pickup and drop-off;
 - 2.11.2 Addresses from which riders are picked up and addresses of drop off locations;
 - 2.11.3 Number of vehicles not in operation on a daily, weekly, and monthly basis,

- including a description of the malfunction or reason for the inoperable vehicle, and the length of time to place the vehicle back in service;
- 2.11.4 Average wait time from request through the mobile app until arrival by the vehicle on a daily, weekly, and monthly basis;
- 2.11.5 Average trip duration on a daily, weekly, and monthly basis;
- 2.11.6 Number of passenger complaints received, and resolution of complaints on a daily, weekly, and monthly basis.

In the event CONTRACTOR does not provide the required report, the CITY reserves the right to withhold payment until the required report is received. To the extent that the CITY requires additional information related to the above reporting requirement, the CONTRACTOR shall provide the information to the CITY.

3. Contract Price.

3.1 The CITY agrees to pay CONTRACTOR for the faithful performance of this Agreement, and for work as directed by CITY in accordance with the schedule at **Exhibit "C"**, which is inclusive of an annual minimum guaranteed vehicle advertising revenue of \$20,000 described in Paragraph 3.7 below. The Contract Price is all-inclusive for the work being performed by CONTRACTOR, and the CITY shall not be responsible for the payment of any additional fees, unless the parties enter into a written amendment to this Agreement which is approved by the City Commission, and executed by both Parties. The CITY will not make any additional payments such as fuel surcharges, demurrage fees, delay in delivery charges.

3.2 Payment Terms.

- 3.2.1 The Contract Price to be paid to CONTRACTOR by the CITY shall be divided into twelve payments per month based on the annual amounts at **Exhibit "C"**, subject to any additional credits for advertising revenue that may be applied for the benefit of the CITY as set forth more fully in Section 3.7.
- 3.2.2 Any additional charges for services performed for the CITY by CONTRACTOR outside of the scope of Services to be provided, which may be mutually agreed upon by the Parties from time to time and billed on an hourly basis, in accordance with Section 3.4 below, will be provided in a separate invoice to the CITY and paid by the CITY to CONTRACTOR on a monthly basis.

3.3 Invoices.

- 3.3.1 **Contract Price.** For payment purposes, CONTRACTOR will invoice the CITY on a monthly basis for the Services provided pursuant to this Agreement. CONTRACTOR shall submit invoice to the CITY no later than the 15th day of the month. CITY may withhold payment until a final determination is made that all Services have been or are being performed pursuant to this Agreement. Notwithstanding the foregoing, in no event shall CITY withhold payment that is more than fifteen (15) days past due unless it has provided CONTRACTOR with written notice of a material breach of this

Agreement for which payment is being withheld, with an opportunity to cure as more fully set forth in Section 11.

- 3.3.2 Charges for Additional Services. For additional charges incurred by CITY in connection with services performed for the CITY by CONTRACTOR outside of the scope of Services to be provided. The CITY agrees to pay the CONTRACTOR as set forth in Section 3.4 below, CONTRACTOR shall submit an invoice to the CITY no later than the 15th day of the month in which such services are performed.
- 3.3.3 The invoices submitted by CONTRACTOR shall contain the following basic information: CONTRACTOR's name and address, invoice number, date of invoice, a description of the service performed, and any credits to the CITY for advertising revenue due to the CITY pursuant to Section 3.7.

3.4 Hourly Rate. For services to be provided outside of the Services agreed upon by the parties under this Agreement, but utilizing the four (4) contracted fleet vehicles, the CITY agrees to pay the CONTRACTOR an hourly rate per vehicle, for the services provided, as indicated in Exhibit "C." Any services provided by the CONTRACTOR outside of the Services agreed upon by the parties under this Agreement shall require the prior written consent of CONTRACTOR and the CITY's City Manager or their authorized representatives. Upon request from the CITY, the cost for any additional vehicles shall be provided by CONTRACTOR to the CITY. The CITY shall only be obligated to pay the cost for the use of additional vehicles, and CONTRACTOR shall only be obligated to supply the additional vehicles, upon the execution of a written authorization executed by the CONTRACTOR and the CITY's City Manager or their authorized representatives.

3.5 Prompt Payment. The CITY prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by CONTRACTOR.

3.6 The CITY will assess the following Schedule of Penalties against the CONTRACTOR as a consequence of the CONTRACTOR's failure to conform to the customer service requirements:

- 3.6.1 Failure to provide backup service within twenty-four (24) hours in the event that one or more vehicles are out of service shall result in a penalty of \$50.00.
- 3.6.2 Failure to maintain vehicle exterior and interior cleanliness and aesthetics following a written warning to the CONTRACTOR from the CITY with a twenty-four (24) hour opportunity to cure, shall result in a penalty of \$100.00 per occurrence.
- 3.6.3 Failure to notify the CITY regarding any changes in schedule shall result in a penalty of \$100.00 per occurrence.

Penalty charges incurred in any given month will be deducted from the payment for that

month.

3.7 Revenue Sharing/Advertisement Sales Services.

- 3.7.1 CONTRACTOR shall sell space on the exterior or interior of the Vehicles for the display of commercial advertising with the goal of raising revenue to partially finance the cost of the Services performed under this Agreement ("Advertising Revenue"). CONTRACTOR agrees to provide the City with a copy of all advertising revenue contracts it executes with businesses, as well as providing an accounting of all advertising revenue in a report to accompany each monthly invoice.
- 3.7.2 CONTRACTOR shall credit the CITY's monthly invoice by 1/12th of the annual minimum guarantee advertising revenue, Twenty Thousand Dollars (\$20,000.00), generated from the sale of advertising on the Vehicles during each calendar year of the Term.
- 3.7.3 Gross Advertising Revenue in excess of the Minimum Guarantee Advertising Revenue or \$20,000.00) that is generated and actually received by CONTRACTOR in connection with sales of advertising on the interior or exterior of the Vehicles (collectively the "Advertisement Sales Services" and the advertisements so sold, the "Advertisements") shall be divided equally between CONTRACTOR and the CITY, with each party entitled to 50% of Gross Advertising Revenue that is generated and actually received by CONTRACTOR.
- 3.7.4 Gross Advertising Revenue means the gross advertising revenue received less all other costs and expenses, including, but not limited to advertisement design and production costs, incurred by the CONTRACTOR in connection with providing the Advertisement Sales Services.
- 3.7.5 CONTRACTOR shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CITY's consent which shall not be unreasonably withheld. The City shall be deemed to have consented if the CITY has not objected to such Advertising Sales Services within forty-eight (48) hours of the notice to the CITY. CONTRACTOR shall not accept advertising content that includes or is related to the following:
 - 3.7.5.1 Discrimination against a persons, or sections of the community on account of race, sex, age, sexual preference, religion, disability, sexual orientation, or political belief;
 - 3.7.5.2 Contains strong or obscene language;
 - 3.7.5.3 Promotes the use of tobacco and controlled substances;
 - 3.7.5.4 Contains sexual or reproductive material;
 - 3.7.5.5 Promotes or opposes "adult entertainment" strip clubs, and/or the sale of pornographic materials;
 - 3.7.5.6 Promotes the sale or distribution of firearms; and
 - 3.7.5.7 Contravenes any applicable law.

3.7.6 CONTRACTOR shall invoice each advertiser for amounts owed for

Advertisement Sales Services. CONTRACTOR shall provide a credit in the amount of 50% of Gross Advertising Revenue to the CITY on the following month's submitted invoice after receipt by the CONTRACTOR of the amounts due from each advertiser. The CONTRACTOR's obligation to submit invoices for amounts owed for Advertisement Sales Services shall be satisfied as to any advertiser by the delivery to such advertiser of three invoices reflecting the amount owed over a ninety (90) day period, whether or not invoiced funds are actually received by the CONTRACTOR. The CONTRACTOR's invoices shall provide a detailed breakdown in the invoice which includes documentation delineating the gross advertising revenues, itemization of all other costs and expenses, and any outstanding advertiser contracts.

4. The Term of this Agreement shall commence upon full and complete execution by the Parties, and shall continue for three (3) years, unless sooner terminated as provided in this Agreement. The parties may mutually agree to renew the term of this Agreement for two (2) additional one (1) year terms, subject to the approval of the CITY's City Commission, and the execution by both parties of a written amendment to this Agreement providing for the renewal term.

5. The CONTRACTOR shall hold all licenses and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the required Services. Damages, penalties or fines imposed on the CITY or CONTRACTOR for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the CONTRACTOR. The CONTRACTOR shall comply with all laws and regulations applicable to provide the Services. The CONTRACTOR shall be familiar with all federal, state, and local laws that may affect the goods and services being provided.

6. The CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the CITY. Subcontracting without the prior consent of the CITY shall constitute a material breach of the agreement and may result in termination of the Agreement.

7. The CONTRACTOR shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest, or its power to execute such contract to any person, company, or corporation without the prior written consent of the CITY, which shall not be unreasonably withheld. Assignment without the prior consent of the CITY may result in termination of the Agreement.

8. CONTRACTOR's Employees.

8.1 The employee(s) of the CONTRACTOR shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the CITY or any of its departments.

8.2 CONTRACTOR shall provide competent employee(s) capable of performing the work as required. CONTRACTOR shall obtain complete background checks on all drivers, including driving records, criminal records checks, and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. CONTRACTOR will not hire a driver with more than three (civil or criminal) traffic infractions relating to driving a motorized vehicle within the previous 24 months. CONTRACTOR shall review each driver's driving and criminal records at least annually.

8.3 CONTRACTOR shall prohibit drivers from texting or using smartphones, or other mobile device, eating, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. The Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device, or similar technology, while operating the vehicles for the service provided pursuant to this Agreement, and in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.

8.4 All employees of the CONTRACTOR shall wear proper identification and a uniform.

8.5 The CITY reserves the right to require the immediate dismissal of any of CONTRACTOR's employees who fail to meet the requirements of this Agreement. Relief personnel shall be readily available throughout the term of the Agreement.

8.6 It is the CONTRACTOR's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The CITY shall have no responsibility to check or verify the legal immigration status of any employee of the CONTRACTOR.

9. Indemnification. CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents, and contractors from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the CITY or its officers, employees, agents, or contractors may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of the Services to be provided pursuant to this Agreement. CONTRACTOR shall pay all claims and losses, and shall investigate and defend all claims, suits, or actions of any kind or nature arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of the Services to be provided pursuant to this Agreement in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred. The CONTRACTOR expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY or its officers, employees, agents, and contractors. This paragraph shall survive the expiration or termination of this Agreement

10. Modifications or Amendments. This Agreement may only be modified by mutual consent, in writing, through the issuance of an amendment executed by the CITY and the CONTRACTOR or their authorized representative. Amendments to the Contract Price and the Term shall require the approval of the CITY's City Commission. Amendments to other provisions including Services, Service Area, and Core Service Area may be approved by the CITY's City Manager.

11. Termination.

11.1 Mutually Agreed Upon Termination: The Parties, by mutual written agreement executed by both parties, may agree to terminate this Agreement for convenience at any time without cause.

11.2 CITY's Right to Terminate For Convenience: The CITY, at its sole discretion, reserves the right to terminate this Agreement for convenience upon providing ninety (90) days' written notice to the CONTRACTOR. Notwithstanding, if at any time the City Manager determines that termination of the Agreement is necessary to protect public health, safety, or welfare, the City Manager may terminate the Agreement upon providing such written notice as the City Manager deems appropriate under the circumstances.

11.3 Termination for Cause: If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement or any addendums, then that party shall provide written notice to the other party describing the alleged failure in reasonable detail. If the breaching party does not, within fifteen (15) calendar days after receiving such written notice, either: (a) cure the material failure, or (b) reach a satisfactory compromise with the non-breaching party if the breach is not one that can reasonably be cured within fifteen (15) calendar days, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice of termination to the breaching party.

11.4 Termination for Bankruptcy: The CITY shall have the immediate right to terminate this Agreement, by providing written notice to the CONTRACTOR, in the event: (i) the other party enters into receivership or is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the CONTRACTOR's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

11.5 Payments Due: The termination of this Agreement shall not release either party from its obligation to make payment of any and all amounts then or thereafter due or payable including credit or refunds.

11.6 Continuation of Services: CONTRACTOR will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. In the event that the CITY provides notice of termination and directs CONTRACTOR not to perform the services during the notice period, the CITY agrees to pay CONTRACTOR for all

services performed in connection with the services provided under this Agreement and any addendum through the date of termination.

12. Effect of Default

12.1 In the event the CONTRACTOR defaults in the performance of the Agreement, and does not cure any such default within the notice period provided in Section 11, the CITY reserves the right to suspend or debar the CONTRACTOR in accordance with the appropriate CITY ordinances, resolutions or policies. In the event of termination for default, the CITY may procure the required Services from any source and use any method deemed in its best interest.

12.2 The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition. The CONTRACTOR agrees that the CITY shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the CITY declares the CONTRACTOR in default, provided that the CITY has articulable grounds for doing so.

13. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CITY through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The CITY, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

14. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

15. The CONTRACTOR shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The CONTRACTOR shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner.

16. INSURANCE

16.1 The CONTRACTOR shall not commence any performance pursuant to the terms of this Agreement until certification or proof of insurance has been received and approved by the CITY's City Manager or their designee.

16.2 The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Pompano Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements.

16.3 Prior to commencing any work pursuant to this Agreement, the CONTRACTOR must submit a current Certificate of Insurance, naming the City of Pompano Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the CITY upon expiration. The CONTRACTOR shall provide insurance coverage as prescribed in **Exhibit "D,"** which is attached and incorporated to this Agreement.

17. CONTRACTOR's Responsibilities.

17.1 The CONTRACTOR shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in **Exhibit "E,"** RFP P-29-20 and Contractor's Response, which is attached and incorporated into this Agreement, and the applicable Terms and Conditions outlined in the Public Transportation Grant Agreement between Florida Department of Transportation and the City of Pompano Beach dated August 27, 2020, which is attached as **Exhibit "F."**

17.2 The CONTRACTOR shall be responsible for obtaining all necessary permits, licenses, and/ or registration cards in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

17.3 The CONTRACTOR will be responsible for securing its own office space and storage space. Alternatively, the CITY, in its own discretion, may provide alternative office space and storage to the CONTRACTOR.

17.4 The CONTRACTOR will be responsible for costs associated with operating and maintaining its own fleet of vehicles, including but not limited to fueling, maintenance, registration, and insurance. The CONTRACTOR shall ensure that all items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), and the National Institute of Occupational Safety Hazards (NIOSH), and any other applicable federal, state, or local law, ordinance, regulation, or policy.

17.5 If any of the goods or services to be acquired under this solicitation are to be purchased, in part or in whole, with Federal funding, it is agreed and understood that Section 60-250.4,

Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into the solicitation and the resultant contract by reference.

17.6 If the CONTRACTOR is found noncompliant with Paragraph 17, such noncompliance shall constitute an event of default

18. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

19. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect so far as is possible.

20. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH PARTY EXPRESSLY WAIVES ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

21. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred by the prevailing party in such litigation through all appellate levels.

22. The CONTRACTOR further acknowledges and agrees to provide the CITY with all information and documentation that may be requested by the CITY from time to time regarding the solicitation, selection, treatment, and payment of subcontractors, suppliers, and in connection with this contract.

23. Prior to hiring a contract employee or contracting with a CONTRACTOR, the CITY may conduct a comprehensive criminal background check by accessing any Federal, State, or

local law enforcement database available. The contract employee or CONTRACTOR will be required to sign an authorization for the CITY to access criminal background information. The costs for the background checks shall be borne by the CITY.

24. Unless specified elsewhere in the solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the CONTRACTOR.

25. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, epidemic, pandemic, governmental order, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance is prevented by such event and during the period afterwards as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure. CONTRACTOR must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the Services and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail. The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

26. Precautions shall be exercised at all times for the protection of persons and property. All CONTRACTOR's Services provided pursuant to this Agreement shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR.

27. The Services provided pursuant to this Agreement include various functions and classes of work required as necessary for the provision of the Services. Any omissions of inherent technical functions or classes of work within the specifications or statement of work shall not relieve the CONTRACTOR from furnishing or performing such work where required to the satisfactory provision of Services.

28. The CITY's obligation pursuant to any contract or agreement entered into in accordance with this solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not

constitute a default or breach of this Agreement by the CITY.

29. The CITY, at all times and as it relates to this Agreement, shall be responsible for ensuring its compliance with the Terms and Condition of the Public Transportation Grant Agreement between Florida Department of Transportation and the City of Pompano Beach dated August 27, 2020, which is attached as **Exhibit "F"**.

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

For CITY:

City of Pompano Beach
c/o City Manager
100 W. Atlantic Boulevard, 4th Floor
Pompano Beach, Florida 33060

With copy to:

Mark Berman, City Attorney
City of Pompano Beach
100 W. Atlantic Blvd., 4th Floor
Pompano Beach, Florida 33061
mark.berman@copbfl.com
954-786-4614 office
954-786-4113 fax

Suzette Sibble, Assistant City Manager
100 W. Atlantic Blvd., 4th Floor
Pompano Beach, FL 33062
suzette.sibble@copbfl.com
Telephone: 954-786-4606

Jeff Lantz, Parking Manager
City of Pompano Beach
3460 NE 3rd Street
Pompano Beach, Florida 33062
jeff.lantz@copbfl.com
(954) 786-5580

For CONTRACTOR:

James Mirras
Circuit Transit Inc.
777 S. Flagler Drive
Suite 800W
West Palm Beach, FL 33401
james@ridecircuit.com
(631) 903-4448

Jason Bagley
Circuit Transit Inc.
1305 SW 8th Avenue
Fort Lauderdale, FL 33315
jason@ridecircuit.com
(305) 494-1612

31. CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONTRACTOR shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
- d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service.

If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

Failure to comply with said statutory requirements may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

**PUBLIC RECORDS CUSTODIAN
IF THE CONTRACTOR HAS QUESTIONS REGARDING**

**THE APPLICATION OF CHAPTER 119, FLORIDA
STATUTES, TO THE CONTRACTOR'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS
CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AT:**

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

32. Approvals - Whenever CITY approval(s) shall be required for any action under this Agreement, such approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest – Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder

34. Sovereign Immunity - Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

35. Entire Agreement - This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

36. The documents listed below are a part of this Agreement and are incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided in this Agreement, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement;
- b. Public Transportation Grant Agreement between Florida Department of Transportation and the City of Pompano Beach dated August 27, 2020;
- c. Exhibit "E," RFP P-29-20 and Contractor's Response; and

- d. Any subsequent information submitted by CONTRACTOR during the evaluation and negotiation process.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

DocuSigned by:
Asceleta Hammond
775D4290316A490...
ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH

DocuSigned by:
Rex Hardin
502CB780EB3F480...
By: _____
REX HARDIN, MAYOR

(SEAL)

DocuSigned by:


DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

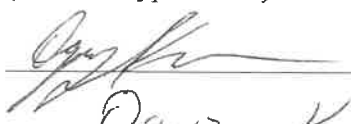
DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...
By: _____
MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

CIRCUIT TRANSIT INC.

Witnesses:


Zachary Levine
(Print or Type Name)


Oguz Kiran
(Print or Type Name)

By:


JAMES MIRRAS

STATE OF ~~FLORIDA~~ NY
COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11 day of FEBRUARY, 2021, by JAMES MIRRAS, as OWNER of CIRCUIT TRANSIT INC., a Florida corporation on behalf of the corporation He is personally known to me or who has produced NYS DRIVER'S LICENSE (type of identification) as identification.

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF ~~FLORIDA~~ NY
ERIC REDIN
(Name of Acknowledger Typed, Printed or Stamped)
01RE 6367333
Commission Number

:jrm
2/8/21
L:agr/manager/2021-316

POMPANO BEACH CRA

PROPOSED TRANSIT ROUTE AND STOPS FOR PARK & RIDE SYSTEM

MAP KEY

- GOLF CART ROUTE
- PARK & RIDE HUB
- PARKING AREA
- WORK/PLAY AREA

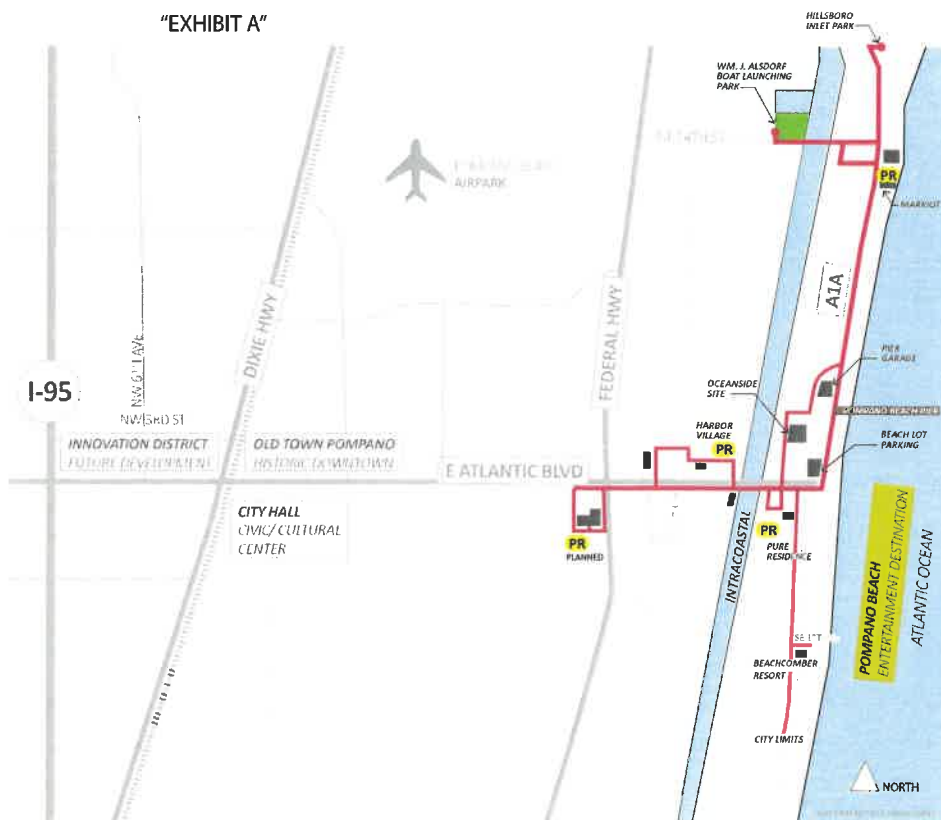


Exhibit B
Driver Schedule

Hours of Operation (hours are subject to be change depending on hours of operation of area restaurants/bars and demand for services):	Time Schedule
Days of the Week	
Sunday	10am - 8pm
Monday - Thursday	10am - 8pm
Friday - Saturday	10am - 11pm

Exhibit "C"**CIRCUIT TRANSIT INC. 3 YEAR PROJECTED COST (4 NEV CAR SERVICE)**

Item	Description	Total (USD)
Staff - Drivers-Supervisors	10,677 Vehicle Hours - 3,000 Supervisor Hours	\$174,743
Management and Admin	Operations Manager - Administrative Duties - Customer Service - Data Reporting	\$48,000
Insurance	All Applicable	\$12,800
Infrastructure	Vehicles - Technology - Hardware - Storage and Technology	\$40,000
Misc.	Office Supplies, Etc.	\$4,800
		\$280,343
Minimum Guaranteed Advertising Revenue		(\$26,000)
Total Initial Proposed Annual Cost Year 1		\$254,343

3 YEAR PROJECTED COST

Year 1	Year 2	Year 3
\$254,343	\$259,829	\$265,316
(\$9,600)	(\$9,600)	(\$9,600)
\$244,743	\$250,229	\$255,716

Less: Credit for storage/charging space (2,400/per vehicle)

Cost Per Vehicle Service Hr	\$22.92	\$23.44	\$23.95
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EXHIBIT "D"

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent CONTRACTORS	personal injury
XX personal injury	

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

XX excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
P-29-20**

MICRO-TRANSIT TRANSPORTATION SERVICES

OPENING: SEPTEMBER 17, 2020, 2:00 P.M.

**Virtual Zoom Meeting
POMPANO BEACH, FLORIDA 33060**

August 10, 2020

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
P-29-20

MICRO-TRANSIT TRANSPORTATION SERVICES

The City of Pompano Beach (the “City”) is seeking proposals from qualified firms to provide Micro-transit Transportation Services to the City for beach area workers (i.e. restaurants, hotels etc.), residents and visitors along the proposed route, days and times as outlined in the scope of services defined herein.

The City will receive sealed proposals until **2:00 P.M. (local), SEPTEMBER 17, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a virtual public forum.

Introduction

The City is interested in introducing a micro-transit transportation program (the “Program”) to transport users around the beach area and enhance ride share services within the City. This Program will include short-distance on-demand electric vehicle services on and near the barrier island between Atlantic Boulevard and S.E. 2nd Street to the south and Hillsboro Inlet Park to the north. In addition, the service may extend just west of A1A along Atlantic Boulevard to S.E. 25th Avenue to accommodate transport to restaurants and other amenities in that area.

The City is contemplating a Florida Department of Transportation (FDOT) Grant to offset the costs of the Program. A grant application has been included as **Attachment B** to this solicitation. Proposers must discuss in their Letter of Transmittal their familiarity with such a grant.

A. Scope of Services

The City's primary objective in developing the Program is to ultimately relieve congestion on the barrier island, and west on Atlantic Blvd. to S.E. 25th Avenue. With this, the City would like to implement an on-demand service to residents and visitors, whereby services could be demanded for pick-up directly from a residence, hotel or other local attraction for transport to and from area restaurants and other amenities. The City's intention is to also provide for some park and ride locations within the City, located on the barrier island, as well as located just south of Federal Highway and Atlantic Blvd. It is expected that the

system would improve traffic congestion, while reducing emissions.

Since 2010 the City has been undergoing significant redevelopment. These projects include both public redevelopment projects, as well as numerous private sector projects. Some of the public projects include redevelopment of \$15 million in beachfront improvements in 2013, reshaping the dunes, adding a major boardwalk and recreational areas, a new Pompano Beach Boulevard with on-street parking, a new \$12 million fishing pier and a new 625 space public parking garage at the Pier. Additionally, a \$5.0 million rebuilding of Briny Avenue into an amazing shared-street of automobiles, pedestrians and bicycles, lane-elimination and beautification of East Atlantic Boulevard (a joint venture with FDOT). The City's project to beautify the East Atlantic Blvd. Bridge with FDOT was recently completed.

This major public sector investment has gained the attention of the private sector. The first major development (Pompano Fishing Village) in Pompano Beach on the barrier island is on a 4 acre site owned by the City at the Pier fronting the Atlantic Ocean and the new Pier Garage, where new restaurants located on the beach were constructed (Beach House opened in 2018 and Oceanic opened in August 2019) in addition to Alvin's Island, a beachwear department store, eateries (Kilwins, Burger Fi, Cannoli Kitchen) and a Hilton Hotel are all under construction, with planned spring 2021 completion dates.

1. Key Program Parameters:

- The City will be selecting one qualified proposer.
- The vehicle(s) should be a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment.
- The Program is expected to start with two (2) to three (3) vehicles with options provided to add additional vehicles, as demand for services increase.
- The strategic objective of this initiative is to implement a demand-response transportation system that provides point-to-point transit from any one point, within the service area boundary, to any other point within the service area boundary and is available to the user upon demand.
- The provider will provide the necessary vehicles, staff and resources to service the agreed upon schedule throughout the term of the contract. The anticipated start date of operations for the selected proposer is by February-March, 2021.
- The Program may also provide for select park and ride lots and provider will be required to frequent lots. As an example, City anticipates operating a park and ride lot in the future, just south of Atlantic Blvd. and Federal Highway to be utilized by area restaurant/bar employees for transport to their place of employment on the barrier island. There is a lunch and dinner shift. Proposers must evaluate the size of the vehicle it recommends for transport of these shift employs which could be as many as 40-50 employees per shift who may all need to arrive at their place of employment around the same time for the lunch and dinner shifts, anticipating that a smaller vehicle would require more runs etc. **Note:** the City will first start out with transporting these employees from a vacant lot (A.K.A. Pure Residence lot) located on the barrier island, located just behind the Bank of America building between S.E. 1st and 2nd street (just south of Atlantic Blvd.) and will expand to the federal highway lot as needed in the future.

2. Program Objectives:

Providers are expected to meet the following program objectives:

- Primarily operate a on demand-response system throughout the boundaries of the service area indicated on **Attachment A**, with final route and stops TBD.
- Transport area workers (primarily those in the Pompano Fishing Village) to and from their place of employment from park and ride locations (starting with the Pure Residence Lot).
- Provide the flexibility and availability of resources to scale up and down the supply of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service.
- Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers that will serve as ambassadors.
- Feature a mobile application with which the user will be able to locate his or her position and flag a proximate, available vehicle to make the pickup.
- Cut down time workers and visitors spend in their vehicles circling and idling in the hopes of finding parking adjacent to their destination.
- Allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle.
- Reduce area traffic and vehicle emissions.

3. Customer Service:

The provision of excellent customer service is one of the City's key factors for the Program. The selected Proposer will be responsible for addressing all complaints in a courteous and timely manner and provide reports to City staff as needed.

4. Program Service Package:

The City is seeking a creative and flexible program service package to satisfy its mobility needs and to provide a comprehensive transportation solution. There is a need to transport riders within the service area. The Program will be awarded to one (1) Proposer, to address City's needs.

5. Service Parameters for Micro-transit Services:

The use of environmentally friendly vehicles is required, more specifically a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment for the electric golf cart vehicles. The vehicles used throughout the term of the contract must be consistent and identifiable with the appropriate program signage.

The criteria below constitute the City's service parameters for the point-to-point program:

- The program will serve the City's residents, guests and commuters by providing on-demand rides to work, for shopping, restaurant, events and nightlife access. Service will be provided as indicated above. Any changes in the service hours shall be in writing and mutually agreed upon.
- The program may also serve park and ride lots in various locations (as discussed earlier in this RFP) from which patrons (i.e. area workers) will be picked up and taken to their destination within the service area.

- All trips must begin and end within an area as shown on the service area map (**Attachment A**). Any changes in the service area shall be in writing and mutually agreed upon.
- The service shall be free to users. For on-demand services, service must be provided in fully-electric vehicles that are on-call via a mobile app, phone number or ride-hailing. The vehicle will be a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. This is the preferred vehicle type; however, respondents may include information on alternative vehicles. After requesting a ride, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.
- The proposer shall provide a mobile app for requesting rides for on-demand services, compatible with both Android and iPhone.
- When requesting a ride via the mobile app, patrons must immediately be given an estimated time of arrival based on driver availability. Vehicles shall collect ridership data via app and manual counts with phone calls or ride-hailing. Additionally, the proposer will maintain accurate and complete records of the service and submit monthly, quarterly and yearly reports to City. These reports may also include, but are not limited to, hourly, daily, weekly and monthly ridership data, complaints, mileage, driver's names and suspensions, and accidents.
- Proposer must include an ADA vehicle as part of the fleet.
- Proposer shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders' while answering their questions. Drivers of selected Proposer will serve as ambassadors for the City. Qualified drivers must be screened, hired and trained by the proposer, with satisfactory background checks. Additionally, drivers will undergo any further training deemed necessary by the City. The proposer will provide the City with background checks on all drivers. The City shall have the right to reject or approval all drivers in its sole and absolute discretion. All drivers must have valid Florida driver's license(s) and adhere to all City, Broward County, and state traffic and driving laws. Drivers must wear a company uniform and name tag.
- The proposer will communicate any problems or requests to the City through the City's Parking Manager or designee.
- The proposer will have the right to suspend operation of the vehicles without penalty in the case of extreme weather with written notification to the City.
- The term of the Program shall be for up to three (3) years from contract execution.
- Vehicle maintenance and charging must be performed by the proposer.

- Proposer is responsible for ensuring that drivers and all passengers on board vehicles are in compliance with all federal, state or local regulations governing the operation of a vehicle on public or private streets.
- Proposer shall be responsible for the cleanliness of the interior and the exterior of the vehicles.
- The City reserves the right to require the immediate dismissal of any personnel who fail to meet the standards outlined above. Relief personnel shall be readily available throughout the term of the contract.

6. Advertising:

Subject to City's prior written consent, advertising within and/or outside of vehicles for area businesses may be permitted and is encouraged to off-set operational costs, if in accordance with all City ordinances, policies and procedures, as applicable.

7. Cost of the Program to the City:

The selected proposer shall ensure any fees to be charged to the City for the Program are outlined in the agreement. Fees that are not outlined in the agreement will not be accepted. All fees shall remain firm for the contract period. Any escalation in pricing thereafter will be subject to approval by the City in its sole discretion.

8. Selected Proposer's Responsibility:

- The selected Proposer shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in this Request for Proposals.
- The selected Proposer shall be responsible for obtaining all necessary permits for charging stations (City may be willing to provide charging stations for use by Proposer, possibly for a fee) and be in in compliance with all applicable Federal, State, and Local regulations pertaining to the services as specified or required.
- The selected Proposer will be responsible for securing its own office space, if applicable.
- The selected Proposer will be responsible for all costs associated with operating and maintaining its own fleet of vehicles, including but not limited to charging, maintenance, registration, storage and insurance.

Tentative Hours of Operation (hours to be determined depending on hours of operation of area restaurants/bars and demand for services):

Days of the Week	Time Schedule
Sunday	10am - 8pm
Monday - Thursday	10am - 8pm
Friday - Saturday	10am - 11pm

Note: the City is willing to modify service hours based on input from proposers as a result of area assessment performed by proposers, for area establishments and other factors.

B. Tasks/Deliverables

1. On-Demand electric vehicles (i.e. golf cart type vehicles) must hold a minimum of 5 passengers (not including the driver).
2. No driver of a golf cart vehicle regulated under this article shall:
 - Operate a golf cart without a valid driver's license;
 - Solicit patronage in a loud or annoying tone of voice or by sign or in any manner annoying any person or obstructing the movement of any persons, or following any person for the purpose of soliciting patronage;
 - Operate a golf cart (or other electric vehicle type) while carrying a number of passengers that exceeds the number of passengers the seats were designed to accommodate;
 - Permit a passenger to stand in golf cart while the vehicle is in motion;
 - Collect fares for the golf cart service;
 - Solicit business for any hotel or attempt to divert patronage from one hotel to another; engage in selling alcoholic beverages or solicit business for any house of ill repute or use the pedicab or low-speed vehicle for any purpose other than the transporting of passengers;
 - Sit, sleep, loiter or permit others to sit, sleep or loiter within the passenger compartment of a golf cart while parked on a public street;
 - Use indecent or profane language, be guilty of loud or boisterous talking, shouting or disorderly conduct or vex or annoy any passenger or any other person;
 - Use intoxicants either immediately before or while on duty or use controlled substances at any time;
 - Operate a golf cart on streets designated as state roads or on routes deemed restricted by the city. Vehicles shall operate only on streets where the posted speed limit is 35 miles per hour or less.
 - Demand from a passenger a fare for on demand golf cart.
 - Operate a golf cart so as to impede the flow of pedestrians;
 - Operate a golf cart in a manner that results in damage to public property;
 - Operate a golf cart on or within a designated park or on a sidewalk.
 - Leave any golf cart unattended at any time except to perform such duties as required to service passengers;
 - Permit a passenger or anyone to sit anywhere other than the passenger seat within the golf cart;
 - Create, or materially contribute to, a parking problem or traffic congestion as a result of operation of the golf cart;
 - Comply with all applicable state traffic laws including, but not limited to F.S. §§ 316.2065 and 316.2122, respectively, as same may be amended from time to time;
 - Obstruct other vehicular traffic by unnecessarily weaving or changing lanes of travel;
 - Operate, maneuver, incline, spin, tilt, tip, slope or position a golf cart in any manner that would unnecessarily place a passenger in any position other than seated upright;
 - Allow either the driver or any other passenger or occupant of the golf cart to

drink or consume alcoholic beverages or to possess an open container of alcoholic beverages;

- Refuse or neglect to transport to any place in the assigned service area any orderly person who is requesting service regardless of race, sex, religion, color, national origin, age or physical disability Drivers may refuse service to any person who is disorderly, or to any person who causes a driver to have a reasonable apprehension of fear for his or her safety.

C. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Criteria Experience and Expertise • Previous related work experience and qualifications in the subject area of personnel assigned. • Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25
2. References • History and performance of firm/project team on similar projects. • References and recommendations from previous clients.	0-20
3. Resources and Methodology • Adequacy of amount of quality resources assigned to the project. • Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. • Financial resources.	0-30
4. Cost • Including the overall project-task budget, contributing revenue offsets and itemized cost breakdowns.	0-25
Total: 100	

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company.

NOTE:

Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial Statements submitted to prequalify for a solicitation, and are not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the Solicitation, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

SECTION II

Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

A. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non- residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The city shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preferences follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.
3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

B. Required Proposal Submittal

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 10 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be

authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Must include Proposers discuss their familiarity with the parameters of this grant, included herein as **Attachment B**. Please limit this section to two pages.

Vehicles/Resources:

Proposers must include a narrative describing the nature and types of vehicles being proposed. Colored pictures of examples of proposed vehicle types must be included. Proposers must also discuss their access to additional vehicles as may be needed if service demand ramps up and any lead times to accommodate obtaining additional vehicles/staffing. Proposers must also discuss their planned process for hiring drivers and if open to making efforts to recruit qualified drivers locally from the City of Pompano Beach. Drivers must be or become familiar with the area amenities prior to start of service.

Service Area and Proposed Servicing Schedule:

Proposer must provide a discussion of their understanding of the proposed service area and servicing schedule, along with any recommendations. Proposers are encouraged to familiarize themselves with area restaurants located within the service area, as to their operations and operating hours. A discussion of such may be included in proposal.

Fees and Costs (include for up to 3 years):

- Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided.
- Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.
- Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services.
- Proposer shall provide sufficient detail to allow for an assessment of cost per hour of service as City is still finalizing required schedule for required service hours.
- Any revenues proposed by proposer to offset costs (i.e. advertising revenue) must also be included along with an accompanying explanation for how estimates were derived and how these amounts would be derived/allocated throughout the contract term.
- Proposer must include additional optional costs for any additional vehicles (i.e. per vehicle) requested to be added by City during the contract or option terms or for additional operating hours proposed to extend the service hours schedule or the need to add a larger vehicle is the ride share lot on Federal Highway is activated, if a larger vehicle is deemed necessary

The City is contemplating a Phase 2 component to its micro-transit program to include large vehicles (i.e. trolley) to transport patrons west on Atlantic Boulevard to the City's Cultural Center, the Isle Casino development (Powerline and Racetrack Road), Pompano Old Town and eventually into the planned Innovation District to be located in the quadrant from Atlantic Boulevard to MLK Blvd and between Dixie and I-95. Proposers should provide a narrative of any interest/capacity to provide for such services in the future and within what parameters/arrangements with the City, at a future time.

Schedule to become operational:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list (within past five years) for at least three (3) references, including

name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference. Include contract term, nature of services provided, nature and type of vehicles utilized, any revenues generated to offset operating costs and any net annual payments due by client to provider.

List any prior projects performed for the City of Pompano Beach.

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

NOTE: Form B must be signed by a representative of the subcontractor, NOT of the Prime.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

City Forms:

The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

Financial Information:

Must be marked "CONFIDENTIAL" and uploaded separately from proposal.

Proposers shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the contract. Proposers shall provide a complete financial statement of the firm's most recent audited financial statements, indicating organization's financial condition and uploaded as a separate file titled "Financial Statements" to the Response Attachments tab in the eBid System.

Financial statements provided shall not be older than twelve (12) months prior to the date of filing this solicitation response. The financial statements are to be reviewed by an independent CPA and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserve the right to reject financial statements in which the financial condition shown is of a date twelve (12) months or more prior to the date of submittals.

The City is a public agency subject to Chapter 119, Florida's Public Records Law and is required to provide the public with access to public records, however, financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure.

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

A combination of two (2) or more of the following may substitute for audited financial statements:

- 1) Bank letters/statements for the period from December 1, 2019 through February 28, 2020.
- 2) Reviewed or Complied (by an independent CPA with signed letter included) Balance sheet and profit and loss statement (2019)
- 3) IRS tax returns for the last 2 years.

Covid-19: Proposers must provide a discussion of the impact that Covid-19 has had on their operations and their capacity to recover and carry out the services within this RFP successfully in 2021.

C. Insurance Requirements

PROPOSER shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

PROPOSER is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by PROPOSER, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by PROPOSER under this Agreement.

Throughout the term of this Agreement, PROPOSER and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which PROPOSER is obligated to pay compensation to employees engaged in the performance of the work. PROPOSER further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from PROPOSER's negligent acts or omissions in connection with PROPOSER's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

\$1,000,000 \$2,000,000

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
XX	explosion & collapse hazard	
XX	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors personal injury	
XX	personal injury	
—	CG2010	ongoing operations (or its' equivalent)
—	CG 2037	completed operations (or its' equivalent)
XX	sexual abuse/molestation	
	Minimum \$1,000,000 Per Occurrence and Aggregate	

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and Aggregate.

Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
 XX owned
 XX hired
 XX non-owned

REAL & PERSONAL PROPERTY

* Policy to be written on a claims occurrence basis comprehensive form

Agent must show proof they have this coverage.

EXCESS / UMBRELLA LIABILITY

Per Occurrence

Aggregate

* Policy to be written on a claims occurrence basis

XX	excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims made basis

--	professional liability	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, PROPOSER agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims made basis

--	environmental/pollution liability	\$1,000,000	\$1,000,000
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CYBER LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

\$1,000,000	\$1,000,000
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☐ Network Security / Privacy Liability

☐ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

☐ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)

☐ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

C. Employer's Liability. PROPOSER and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the PROPOSER, the PROPOSER shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. PROPOSER hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then PROPOSER shall notify the insurer and request the

policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should PROPOSER enter into such an agreement on a pre-loss basis.

D. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

E. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

F. Retention of Records and Right to Access

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of

requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;

d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and

e. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

G. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

H. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

I. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

J. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

K. Contract Terms

The contract resulting from this Solicitation shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this Solicitation document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

L. Waiver

It is agreed that no waiver or modification of the contract resulting from this Solicitation, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

M. Survivorship Rights

This contract resulting from this Solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

N. Termination

The contract resulting from this Solicitation may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this Solicitation for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

O. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this Solicitation in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this Solicitation shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

P. Acceptance Period

Proposals submitted in response to this Solicitation must be valid for a period no less than one hundred twenty (120) days from the closing date of this solicitation.

Q. Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted

electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this solicitation as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this solicitation. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this solicitation, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

R. Standard Provisions

1. Governing Law

Any agreement resulting from this Solicitation shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this Solicitation. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218,

payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- i. Keep and maintain public records required by the City in order to perform the service;
- ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
- iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

Questions and Communication

All questions regarding the Solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect.

Addenda will be posted to the solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the solicitation in the eBid System.

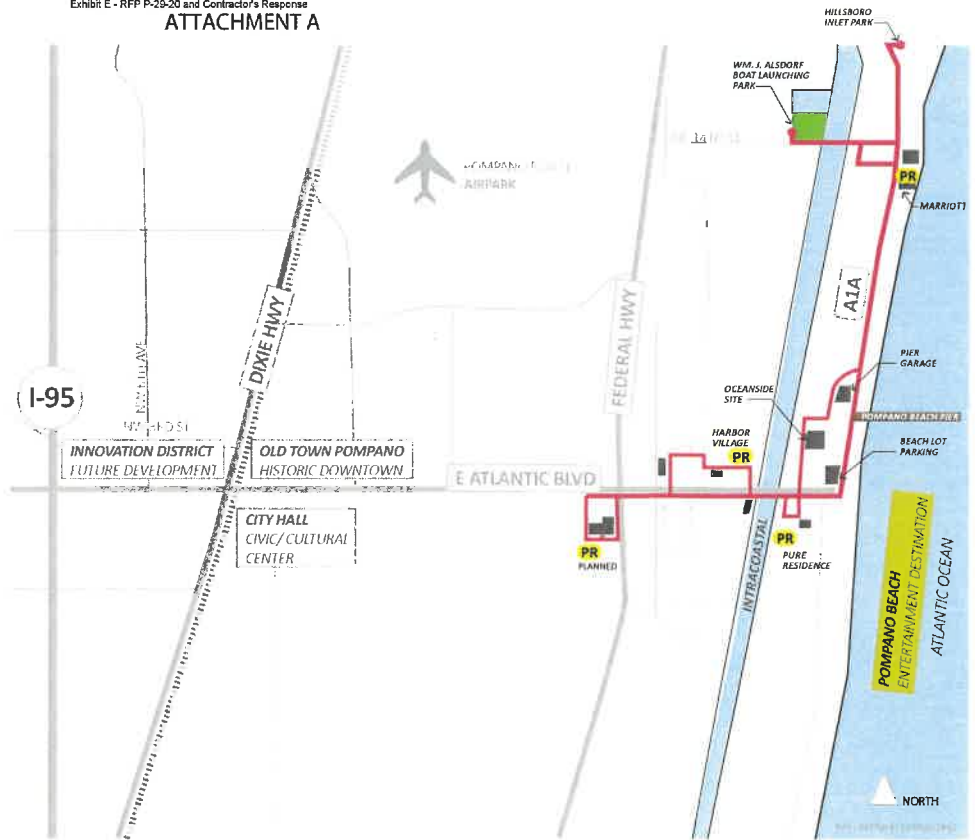
Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

Exhibit E - RFP P-20-20 and Contractor's Response
ATTACHMENT A

POMPANO BEACH CRA
**PROPOSED TRANSIT ROUTE AND STOPS
FOR PARK & RIDE SYSTEM**

MAP KEY	
	GOLF CART ROUTE
	PARK & RIDE HUB
	PARKING AREA
	WORK/ PLAY AREA



Financial Project Number(s): (Item-segment-phase-sequence)	Fund(s):	DPTO	FLAIR Category:	088774
446659-1-84-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55042010429
	Identification Number (FAIN) – Transit only:		Vendor Number:	-
Contract Number:	Federal Award Date:			
CFDA Number:	Agency DUNS Number:			
CFDA Title:				
CSFA Number:				
CSFA Title:				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and _____, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in funding for three years of operating a community transit circulator service, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 29, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of __, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

- a. The estimated total cost of the Project is \$ _____. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$ _____ and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☒ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☒ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY the City of Pompano Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Steven C. Braun, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): funding for three years of operating a community transit circulator service

B. Project Location (limits, city, county, map): City of Pompano Beach/Pompano Beach, FL/Broward

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The City's objective in developing its new transit program is to improve and expand transit services and ultimately relieve congestion on a major roadways.

The City is also proposing to implement an on-demand service to residents and visitors, whereby services could be demanded for pick-up directly from a residence for transport to and from area restaurants and other amenities.

"Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): public transit service

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): candy, alcohol, decorations, greeting-cards, lobbying, personal cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446659-1-84-01	DPTO	088774	2021	751000	55.012	Public Transit Service Development	\$
	LF						\$
Total Financial Assistance							\$

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$0	\$0	\$0	\$0

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

☐ Monthly
☒ Quarterly
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jayne A. Pietrowski

Department Grant Manager Name

Signature

Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT
(Service Development)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.
- 7. Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:
 - a) An evaluation of the attainment of the goals and objectives.
 - b) The reasons any of the goals were not met.
 - c) The benefit accrued by the Agency.
 - d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

EXHIBIT F

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** \$0

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

Public Questions & Answers

Event Information

Number: P-29-20 Addendum 1
Title: Micro-Transit Transportation Services
Type: Request for Proposals
Issue Date: 8/10/2020
Question Deadline: 9/10/2020 05:00 PM (ET)
Response Deadline: 9/17/2020 02:00 PM (ET)
Notes:

The City of Pompano Beach (the "City") is seeking proposals from qualified firms to provide Micro-transit Transportation Services to the City for beach area workers (i.e. restaurants, hotels etc.), residents and visitors along the proposed route, days and times as outlined in the scope of services defined herein.

The City will receive sealed proposals until **2:00 P.M. (local), September 17, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a virtual public forum.

Published Questions

Question	1) What does success look like i.e. how many people does the city want to ride the golf carts on a daily/monthly basis? 2) Similarly, how will the city judge if congestion is down? 3) How would the vehicle advertising approval process work? What would it entail, are there already thought of parameters? 4) Where would the charging stations be allowed? 5) Pg 14 states: "Local Businesses: Completed Local Business program forms, Exhibits A-D. NOTE: Form B must be signed by a representative of the subcontractor, NOT of the Prime." - Is this referring to something we sign post-award? Or Is Form B anything we need to sign before? 6) Where would the vehicles be parked over night? (Garage?)
Answer	1)As this is a new service to the community we hope to fully utilize the NEV's during the schedule provided within the Bid Package 2)We hope to fully evaluate congestion reduction through reporting provided by the operator as well as increased parking demand in our park and ride locations. The awarded provider will work closely with city staff to monitor demand. 3)The city will reserve the right to approve or disapprove any advertising on these vehicles. Prospective advertisers might be local business, restaurants, service providers, etc. 4)It is expected the these vehicles initially be charged and stored in the Pier Garage 5)Form B is a Letter of Intent required from each local vendor that will participate in the contract. If the Prime intends to use sub-contractors this would need to be signed by that contractor and not the Prime. This is explained on page 12 6)Please see answer to question #4
Asked	9/10/2020 04:37 PM (ET)
Question	Does the city have any specific requirements, expectations, or grading metrics regarding vendor experience? (e.g., total number of previous pilots, fleet size or ridership associated with prior pilots)
Answer	Please refer to Page 8 (C) Selection/Evaluation Process Criteria for evaluation grading. Addendum #1 requests information on how many vehicles could be removed from city roadways on a daily basis to include any authoritative sources of information to be included in your Letter of Transmittal.
Asked	9/9/2020 11:43 AM (ET)
Question	What amount of money will the City seek from an FDOT grant to support this service? How much FDOT funding does the City anticipate securing?
Answer	The amount the City is seeking and/or anticipating securing is not public record at this time.
Asked	8/25/2020 02:26 PM (ET)
Question	To clarify, we are interested to know if the City will consider proposals from companies using vehicles other than golf carts. Is the City interested in proposals that recommend other vehicles, such as minivans, rather than golf carts?
Answer	The City is interested in insuring that whatever vehicle is proposed will provide the services required in the solicitation.
Asked	8/25/2020 02:25 PM (ET)

Question	To clarify, we understand the Contractor will be responsible for providing all drivers. We are interested to know if the City is open to using independent contractors for this service (all of whom would be screened, trained, and onboarded by the Contractor). Is the City open to proposals that recommend the use of independent contractor drivers for this service?
Answer	The City will be entering into a single contract with a provider. It is expected that that provider will be hiring the drivers and that arrangement is between the provider and the drivers, noting that the RFP requires that the provider complies with certain parameters as it relates to those drivers.
Asked	8/25/2020 02:23 PM (ET)

Question	General (Cont.) - Will the City respond to questions on a rolling basis? We are eager to begin developing our response, but several of the questions we have posed above are central to our ability to begin work. If possible, we will appreciate answers to our questions as soon as possible.
Answer	Yes
Asked	8/20/2020 02:40 PM (ET)

Question	Service Model (Cont.) - Is the City open to working with independent contractor drivers, provided these drivers meet all requirements listed in the RFP? Using contractor drivers allows for more flexibility in the scaling up and down of shift hours to match demand throughout the day. This operating efficiency generally reduces deadhead hours, reducing the costs for City. General - Can the City share its total and annual budget for this procurement? Providing Offerers with a clear estimate of the budget will benefit the public by allowing for the most competitive procurement process, as Offerers will compete to provide the greatest value for the Administration's money. - Does the City have a target launch date for this service?
Answer	The City will be entering into a single contract with a provider. It is expected that that provider will be hiring the drivers and that arrangement is between the provider and the drivers, noting that the RFP requires that the provider complies with certain parameters as it relates to those drivers. The City's objective is to hear from proposers as to their proposed program and their budgets, to include any advertising revenue arrangements etc. Once proposals are received, this will allow the City to determine its required contribution. The RFP indicates a preliminary target date of February or March 2021.
Asked	8/20/2020 02:40 PM (ET)

Question	Hello, Via read Pompano Beach's RFP with great interest, and we are eager to learn more about the City's objectives with its Micro-Transit service. Vehicles - Is the City interested in proposals that recommend alternatives to NEVs or golf carts (e.g., minivans)? - Would the City consider proposals recommending non-electric vehicles? To our knowledge, ADA accessible vehicles meeting the City's requirements are not available on the market. Service Model - Can the City clarify its intended service model? Does "golf cart route" in Attachment A describe a zone where vehicles will offer on-demand, point to point service, or are vehicles expected to follow this fixed route?
Answer	To Clarify the vehicle must have a luggage or other way to carry a wheelchair, walker or other. Providers are expected to provide an on demand App and if space is available on a vehicle, a patron may flag them down too along the designated route.
Asked	8/20/2020 02:39 PM (ET)



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

August 26, 2020

**ADDENDUM #1
RFP P-29-20**

MICRO-TRANSIT TRANSPORTATION SERVICES

To Whom It May Concern,

Please note additional information requested in your Letter of Transmittal:

In order to meet the City's objective to reduce traffic and congestion and get people to leave their cars at home, please include a brief discussion in your Letter of Transmittal as to how many cars you estimate the City would be able to take off the road on a daily basis. This should be based on the best-case scenario of a 5-passenger vehicle (not including the driver) and a maximum number of anticipated runs along the service route. Please include any authoritative source of information used for your prediction, such as case studies or past performance records

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jill Klaskin Press, CPPO
Purchasing Supervisor

cc: website



Pre-Presentation Question Responses

Request for Proposals - P-29-20
Micro-Transit Transportation Services

Prepared for:

City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Date: October 30, 2020



Circuit Transit Inc
777 S Flagler Dr
Suite 800 W
West Palm Beach, FL 33401



Question 1 - Please advise if the costs in your proposal were for just 1 year or for all 3 years as requested in the RFP. Please provide or restate your schedule of all-inclusive costs for Year 1, 2 and 3. Ensure line items are detailed. Indicate how many types of vehicles are included in the amounts stated (include per hour cost with driver). Also ensure breakout for marketing/outreach is shown

Circuit's costs are all-inclusive and are built for scale and flexibility. Below, please find a more detailed breakdown of Circuit Proposed Services (3 Cars Total: 2 GEM E6 + 1 ADA Vehicle). Circuit has also offered a guaranteed ad-revenue to discount these programs.

- **Table 1** - Circuit's detailed breakdown of costs for proposed 3 car plan for years 1-3. This includes guaranteed revenues, as well as additional projected ad revenues.
- **Table 2** - Circuit's detailed breakdown of costs considering "Growth", adding 2 cars in year 2 and a 6th car in year 3.
- **Table 3**- Additional marketing, outreach and PR services included with all options.

Table 1

Cost Breakdown - Proposed Option 1 (2 GEM E6, 1 GEM ADA)				
	Year 1 3 Cars Total	Year 2 3 Cars Total	Year 3 3 Cars Total	Description
Gross Cost: All-Inclusive Vehicle Operating Costs 2 GEM E6 Vehicles + 1 ADA Vehicle	\$210,257	\$214,257	\$218,465	Cost Includes 2 GEM E6 Vehicles, 1 GEM ADA Accessible Vehicle, Insurance, Maintenance, Drivers, Shift Managers, Circuit App, Regular Data Reports, Customer Service, Interior iPads. Based on 76 Hrs/Week
Guaranteed Advertising Revenues	-\$20,000	-\$20,000	-\$20,000	Circuit will guarantee first \$20,000/year in City Share of Ad Revenue
Proposed Cost	\$190,257	\$194,361	\$198,465	Gross Cost - Guaranteed Ad Revenue
Proposed Cost (Per Vehicle Hour)	\$22.17	\$22.65	\$23.12	Proposed Cost/Car/Service Hour. ADA car running part-time.
<i>Projected Total Ad Revenue to City</i>	<i>\$35,350</i>	<i>\$48,025</i>	<i>\$73,375</i>	The advertising rev-share is flexible and can be negotiated with the city.
Note: "Maximum Cost" means the total cost of the program, minus the Guaranteed Ad Revenue, not including additional forecasted Ad Revenue Share Projected Total Ad Revenue to City - Calculated as guaranteed ad revenue PLUS 50% of additional projected ad revenues. This breakdown is negotiable and will be discussed with City of Pompano Circuit is able to add additional vehicles, from other South Florida Markets within 48 hrs. Additional Car Costs for events = \$25/car/service hour + shipping.				



Table 2

Cost Breakdown - Proposed Option + Growth (2 GEM E6, 1 GEM ADA, adding cars every year)				
	Year 1 3 Cars Total	Year 2 5 Cars Total	Year 3 6 Cars Total	Description
<i>Gross Cost:</i> All-Inclusive Vehicle Operating Costs Year 1 - 2 GEM E6 Vehicles + 1 ADA Vehicle Year 2 - 4 GEM E6 Vehicles + 1 ADA Vehicle Year 3 - 5 GEM E6 Vehicles + 1 ADA Vehicle	\$210,257	\$438,721	\$548,402	Cost Includes Vehicles, Insurance, Maintenance, Drivers, Shift Managers, Circuit App, Custom Pompano Location, Regular Data Reports, Customer Service, Driver Phones, Driver Uniforms, Interior iPads. Based on 76 Hrs/Week
Guaranteed Advertising Revenues	-\$20,000	-\$40,000	-\$70,000	Circuit will guarantee in City Share of Ad Revenue
Proposed Cost	\$190,257	\$398,721	\$478,402	Gross Cost - Guaranteed Ad Revenue
Proposed Cost (Per Vehicle Hour)	\$22.17	\$22.65	\$23.12	Net Cost/Car/Service Hour including discount from guaranteed ad revenue
<i>Projected Total Ad Revenue to City</i>	<i>\$48,025</i>	<i>\$88,250</i>	<i>\$181,250</i>	<i>The advertising rev-share is flexible and can be negotiated with the city.</i>

Table 3

Marketing, PR and Outreach Services - Included with All Options				
	Year 1	Year 2	Year 3	
Digital Flyers, Pompano Page on Circuit Website	Included	Included	Included	Creation of Pompano digital assets, website landing page, flyers, cards
Printed Info-Cards, Flyers at Local Businesses	Included	Included	Included	Printed info cards for drivers to hand out, Flyers to be distributed to local businesses, banners for local events
Coordinated Ribbon Cutting, Press Release and PR Outreach	Included	Included	Included	Circuit will coordinate a ribbon cutting, setup cars, invite press, and formulate press release with the City's team
Event Marketing Services	Included	Included	Included	Regular help and exposure at local events including Green Market, Feeding South Florida, Pompano Chamber Events, Pompano Arts, Beach Cleanups, Community Meetings, etc.
National Customer Service Team	Included	Included	Included	Daily monitoring and responses to User comments, App reviews, email messages, phone calls, etc.
Weekly Social Media Posts	Included	Included	Included	Circuit handles content creation and posting, able to share Pompano specific events, initiatives
Monthly Email Blast Newsletters	Included	Included	Included	Newsletters to lists of Pompano Riders, Fort Lauderdale, Hollywood Riders, South Florida Business Contacts



2 Vehicle Wraps with Pompano/Circuit Branding	Included	Included	Included	Full Wraps, starting with Co-Branding to explain the service
Video Ads in Cars in Ft Lauderdale, Hollywood	Included	Included	Included	Video ads in all cars running in Fort Lauderdale and on app in Hollywood, announcing the new service.
Initial Wrapping of Vehicles	Included	Included	Included	Circuit/Pompano Co-Branded Vehicle Wraps

Example of Potential Pompano Beach Vehicle



Examples of Past Marketing Efforts and Outreach

Wrapped San Diego Vehicle



Service Info Sheets



Hollywood Commissioners Sun Shuttle Intro Video & Sun Shuttle Page on the Circuit Website



Ribbon Cutting, Local Press and Involvement with 511NYRideshare



Local Beach Clean Up Events



Feeding South Florida Delivery Partnership





Question 2 - *For vehicle purchases, will the cost be charged to the City in year 1 or amortized over the term of the contract (i.e. 3 years)?*

Circuit will amortize the cost of vehicles over 5 years, no matter the length of the contract. With our footprint in South Florida and elsewhere, we're able to use cars in other markets, so we don't charge the city for the cost of the vehicles if they're not in operation. All of our costs include the cost of the vehicles.

Additionally, and as we have done in Hollywood, FL, we will be willing to add more vehicles during busy months and reduce vehicles during off-season months without charging additional carrying costs for the extra vehicles not being used depending on the season.

Question 3 - *For any estimated annual advertising revenue, please restate your estimates and indicate if any amount is guaranteed by your firm annually. Do you expect to wrap "Every" vehicle with advertising?*

Circuit's team hopes to work with the city to negotiate and create an advertising revenue plan that best suits the needs of the project. Below, please find a breakdown of the advertising estimates proposed in Circuit's response. Please note, that all of this is negotiable. **We will guarantee \$20,000 in ad revenue, before a revenue split, but can be flexible with this amount.**

We will wrap the number of vehicles that the City would like to have wrapped. Included in the breakdown below is a 35% vacancy rate for when vehicles are not wrapped with ads. As we did in Hollywood, FL, we will propose branding the vehicles with Pompano Beach-specific branding as part of the launch of the program, during the first few weeks, and in between advertising commitments.

We can also rotate back-panel branding with local events and causes and we are willing to offer the City and local businesses listings on the iPad displays and in our monthly newsletters at no additional costs. In addition to exterior wraps, Circuit also works to promote local businesses wherever possible.

In the past 6 weeks, Circuit introduced Circuit Connect, an on-demand smart-spot approach. This approach can be used with the City and local businesses for planned pickup/drop-off spots and can also be used as a sponsorship tool for local businesses.

When advertising is sold, Circuit will always maintain some Pompano-specific branding on the cars.



Advertising Estimates (for proposed 3 car service)			
	Conservative Case Estimates	Conservative Case Estimates (Proposed)	Example Case Estimates
Total Cars	2	3	3
(E) Rates Per Car Per 4-Weeks *	\$3,000	\$3,000	\$5,000
Total 4-week Flights Per Year	13	13	13
Vacancy Rate (ads not sold)	35%	35%	35%
Expected Revenue	\$50,700	\$76,050	\$126,750
Guaranteed Revenues	\$20,000	\$20,000	\$20,000
Proposed Revenue Share (Negotiable)	50%	50%	50%
(E) City Portion of Ad Revenues	\$35,350	\$48,025	\$73,375
* Circuit has seen rates in Hollywood and Ft Lauderdale vary from \$2000/car/4-weeks to \$9000/car/4-weeks. The quote represents a conservative estimate. This accounts for the ADA vehicle with less branding. ** All of the above is negotiable, including guaranteed revenues, and Circuit hopes to work with the City to create a mutually beneficial plan. *** 3 car options includes 2 GEM E6s and 1 GEM E6 that's ADA accessible **** Estimates do not include rider fare revenues (optional), paid/sponsored "Smart Spots", Digital Revenues via app and video ads.			

Question 4 - *Is there anything the City can do to further reduce your proposed cost to operate?*

Circuit can reduce costs and also find ways to increase revenues as a way to reduce net costs.

Cost Savings Opportunities:

- Parking/Charging - If the City is able to offer parking and charging spaces for the vehicles, Circuit can reduce costs by approx \$2,400/car/year
- Service Hour Adjustments - Circuit can start the service with fewer days, hours and expand as a way to reduce overall costs for the years. Similarly, Circuit can modify hours, for i.e., to run Thursday-Sunday only during the summer. This is all adjustable and can be negotiated with the city.
- PPE - If the City is able to provide PPE, cleaning supplies and equipment via potential Cares funding, Circuit can reduce costs by approximately \$150/month.

Revenue Generation Opportunities (to reduce Net Costs):

- Advertising Revenue on the exterior of the vehicles, procured from local and national partners (as more fully detailed above).
- Advertising Revenue Before, During and After the Ride - These services can be offered for free



or sold to local businesses. Examples include social media posts, interior video ads, directory listings, email newsletters, or (optional) sponsored pickup/drop-off spots.

- Fare Based or Pay What You Want (this feature is confidential) - Circuit has the ability to turn on a fare-based version of the app at any fare at any time to generate revenues from riders and reduce net Costs
- Grant Writing - Circuit's dedicated transit development team has experience measuring impact, building case studies and can assist in writing grants at local, state and federal levels.

Question 5 - *What kind of marketing materials will you produce as part of your service on an ongoing basis and how might you convince businesses to help market the service?*

Circuit will utilize its national marketing team, local user base and network of PR contacts to ensure the service is heavily marketed. Generating ridership has never been a problem for its services and Circuit will market to riders on an ongoing basis. Additionally, Circuit's team will manage rider feedback, driver ratings, survey customers and measure the impact of the service; delivering comprehensive case studies focused on the impact of the program. These metrics will include Job Creation, Local Business & Economic development and GHG Emissions saved. These tools will be used to not only market to riders, but market the impact of the services to the region and nationally. ***Additional marketing services are outlined in response to Question 1 Above.***

As it has done in other areas, Circuit will be closely involved with the local business community and encourage local economic development. Businesses want traffic, and we want riders, so there is a natural synergy that takes place. Circuit will promote local businesses in exchange for promotion. Cross-promotion activities have included driver dinners, in exchange for word of mouth, promotion on social media accounts, offering video ads in the cars in exchange for posted flyers, and many other methods to encourage the mobility and activity of commerce around the community.

Ribbon Cutting and PR event at Launch - Circuit has seen great success with ribbon cuttings and announcements. A strategic opening, soft launch, announcement and roll out allows the team to generate excitement, attention, press, and most importantly ridership. Ridership then leads to word of mouth and a growing user base.

Local Events & Organizations - As it has done in other areas, Circuit will be involved with local organizations and events such as Green Market, Feeding South Florida, The Pompano Chamber, Pompano Beach Arts, Beach Cleanups, Pompano Community Meeting, etc.

Boots on the Ground - The service and local teams are the best way to market the service. By self-branding the cars and putting the vehicles in highly trafficked locations, Circuit's Driver/ Ambassadors can educate users about the service and show residents and visitors how to use the app.



Getting Businesses to Market the Service - Businesses like letting their customers know they do not need to drive to get there. We have been successful in getting businesses to post flyers, handout info cards, cross-promote over social media, directory listings and email, and spread the word. We also have an option to have businesses sponsor “Smart Spots” if that approach is taken by the City, and will plan to join the Pompano Beach Chamber of Commerce and participate at local events.

Social Media - Circuit will regularly post, boost and advertising on Facebook, Instagram, Linkedin and Youtube. In addition to its followers, Circuit also has a network of 60K+ past riders in South Florida, allowing it to build targeted look-alike audiences for Social Media Campaigns. This can be aided by geo-targeting the region.

Email marketing - Leveraging its database of over 15,000 email addresses in South Florida, Circuit will send an announcement to nearby customers.

Case Studies & PR Outreach - Impact and reach

- Example Case Study for Hollywood Florida available [here](#).
- Example - San Diego Case Studies lead to earned media, press & awards
 - Fast Company - [“How this electric vehicle ride-share company won the trust of cities without ‘disrupting’ them.”](#)
 - San Diego - Smart City on National CBS Morning News available [here](#).

Additional Examples of Ongoing Marketing Efforts





Cross-Promotion

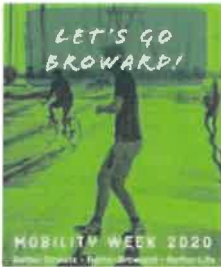
 billystonecrabhollywood Who is ready for a ride!! #RideCircuit ready for a ride? #RideCircuit #AtBillys #daily with @mrs_billystonecrab #HollywoodFL #waterfront #dining #seafood #fresh #stonecrabs



Interior Video Ads with Photo Booths to Encourage Sharing



Official Sponsor 2020 Mobility Week



Discover the Palm Beaches



Deliveries



Email Newsletter and Updates



Question 6 - How will you promote the service to residents? What outreach means will you utilize?

Circuit will use all of the marketing and outreach methods outlined in response to Questions 1 and 5. This will include all of the following, but not limited to:

- Branding on vehicles
- Design Services
- Production and distribution of marketing materials
- Ribbon Cutting Event
- Press Release
- PR Outreach
- Appearances and involvement in local events
- Boots-on-the ground marketing
- Flyers to local businesses
- Email marketing
- Social media
- Paid online advertising
- Homeowner and Condo Associations
- Local Developers

We would look to join, partner and provide marketing assets to the following local organizations: the Greater Pompano Beach Chamber of Commerce, Pompano Beach Cultural Affairs Department, Pompano Beach Historical Society, Pompano Beach CRA.

Question 7 - How do you anticipate managing flag downs to ensure abrupt stops are not made in traffic to ensure the safety and welfare of the public?

Circuit has over 10 years of experience managing flag down rides and the success of this is heavily impacted by driver training and ongoing management. The drivers control the experience as a whole



but also the vehicle in traffic. By hiring locally, unlike TNCs, our drivers are familiar with our coverage areas and understand the safest and best ways to pull over. We have in depth management systems and training processes that hold our staff accountable for these situations. We can also provide guidance to the public in our marketing mentioned above about the best way to flag down a vehicle so both sides are working to ensure the safety of all.

Flag downs have been a great way to market the service, but over time most users prefer using the app. Our drivers educate flag-down riders on how to use the on-demand features. Also, Circuit has built in a feature in its driver app to track flag downs. This allows us to capture the details of these rides even if someone accesses the service via a flag down. Circuit can also integrate Circuit Connect's "Smart Spot" approach, requiring users to only get picked up or dropped off at predetermined stops.

Question 8 - *A handful of residents have inferred that the electric golf carts are nuisances on the road for traffic (as well as having the potential to cause accidents), especially at a speed of 25 mph when the speed on Atlantic and A1A is 35 mph. How do you respond to such criticism? Feel free to discuss your experience in other municipalities to date.*

Throughout the years, we have heard this periodically but generally we encounter far more support than negative feedback. The vehicles themselves are a slim design that creates more room on the roadways. Plus the system is designed to reduce congestion and therefore create a better experience on the roadways, especially for residents who need to use the roadways most often. For those drivers travelling above the posted speed limit, they may find it frustrating driving behind an electric vehicle driving at 25mph, but the ultimate impact of an electric vehicle is for the greater good of the community. We also train our drivers to never impede traffic and if they notice someone who is agitated or tailgating behind them, the driver will pull over. This way we relieve any frustration but also mitigate safety concerns as most are directly related to speed and/or tailgating.

<https://visionzeronetWORK.org/pioneering-study-affirms-vision-zero-focus-on-speed-management/>

Example of tailgate with City of Hollywood Beach Police Department messaging

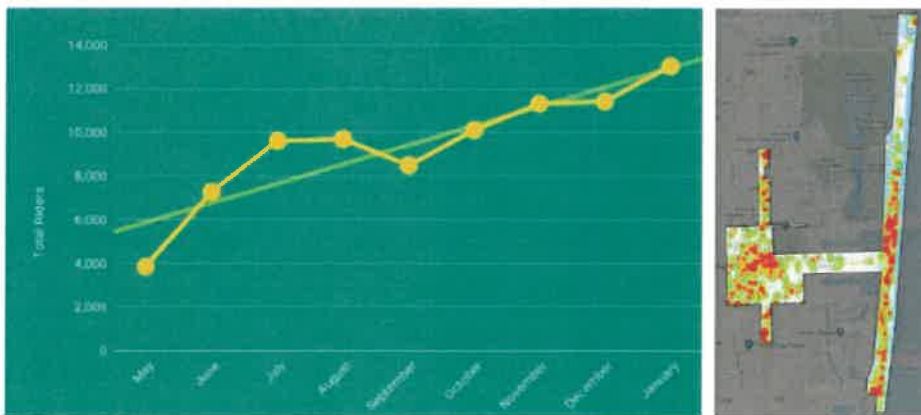




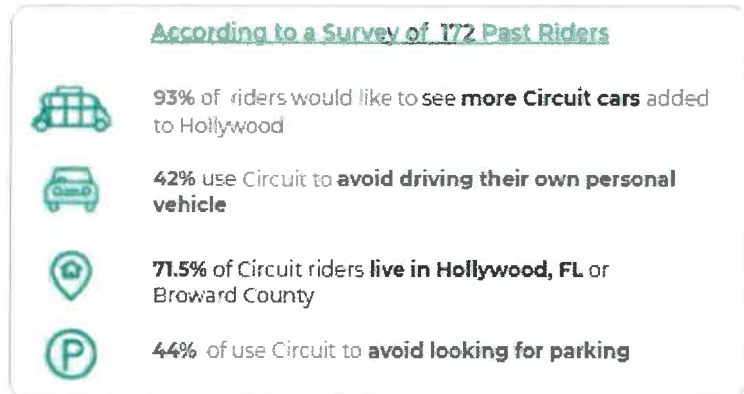
Question 9 - What reports are you capable of providing to the City monthly or quarterly as to ridership and other relevant useful analysis information?

We capture a ton of data and utilize both internal and external systems and analytics tools to make sure the information generated can be most effectively utilized. We will provide complete ridership data reports in multiple formats. This will include a breakdown of ridership by method, person, time of day, where, including any possible data point on breaking that down. Then we can also provide answers to the question of WHY they are using, WHAT they like or do not like and much more through in-ride, in-person management conversations as well as rider surveys as appropriate. Having both the hard numbers and the anecdotal story is necessary to truly analyze and understand how the system is working. From there we have additional data on rider demographics, retention rates, insight into app behavior and data on how each user interacted with the app and what buttons they pressed every time they use the app. This is generally anonymous when aggregated, so the purpose is to find gaps, understand how people are using the service and make sure we are making both technology and operational decisions based on this. We also have advanced mapping technology where we can provide spatial mapping, filtered mapping movement by month, day, time, etc. Here we are also able to provide the City with an interactive dashboard with all of this information. Then you are able to open the data, filter parameters and also circle one area on the map, for example The Pier, and see exactly how many rides went to or from that circled area and where each of those rides went to or from.

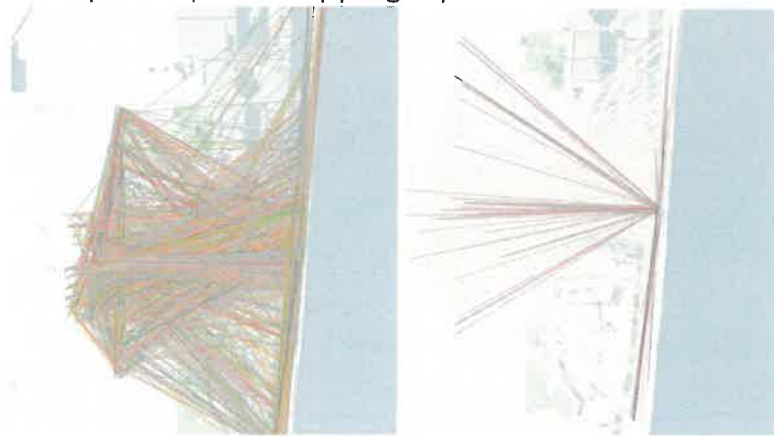
Examples of Charts from past Data Reports



Example of Survey Responses



Example of Spatial Mapping reports shown with actual Hollywood, FL data.



Question 10 - *If you are proposing running 2 GEM vehicles, do you anticipate these being enough so that they can retain their charges during the entire proposed daily scheduled hours and the vehicles would simply be charged overnight? Or do you need to stop and charge during the day?*

Our proposal includes running 2 GEM vehicles but we are adding a 3rd GEM vehicle at a minimal cost to the City for ADA use and to utilize if and when needed throughout the day. We do not anticipate needing to use it as a supplement to the 2 vehicles daily but there could be times when it is needed. This way we are able to ensure service as well as address ADA service while not having the City pay more for it. We are also able to offer Level 2 charging services so if a driver is taking a State required break, they are able to charge the vehicle and have a substantial impact on the battery levels.

Question 11 - *How many GEMs and passenger vans do you have within a reasonable distance to Pompano Beach in case the demand increases?*

We have 30 vehicles in Broward and Palm Beach counties that can be available the day-of and many more vehicles that are 1 - 5 days shipping away. This is the same with approved and trained drivers local to Broward County. Circuit also has immediate access to vans in the area, and has been in close contact with OEMs about new EV platforms and technologies that are becoming more readily available.



Question 12 - *Have you factored in the City providing charging stations in your proposal or will you be providing your own EV charging stations?*

Our proposal includes sourcing our own parking and charging locations within the service area. As mentioned above, any space or charging provided by the City would help to reduce the total cost.

Question 13 - *Do you anticipate having an office in Pompano Beach or do you not think it necessary?*

Since we have a manager and all driver ambassadors dedicated specifically to the Pompano Beach operation, an office would be ideal. We did not factor in the cost of a full office space in Pompano Beach but do account for a space for vehicles and driver checkin / checkout, etc. Considering the location of our existing operations, although it is not absolutely necessary for the Phase 1, 3 car operation to be successful, we would love to consider Pompano Beach as an opportunity to move out of our existing offices in Palm Beach and Broward counties and centralize the team in Pompano Beach. A specific Circuit operation in Pompano Beach would definitely help justify that move.

Question 14 - *The City would like to provide an “experience” for its residents by providing this service which makes it that much more important that you recruit drivers who are lively and entertaining in a professional way. Describe some of the qualities you look for in your drivers. Also, will the drivers be schooled in the history of Pompano Beach to be able to give a guided tour along the trip drive?*

Circuit Driver Ambassadors are just that, ambassadors to the City. The reason we have that name is truly because that is a cornerstone of our service. Through all of our training there are directly two themes that encompass all of our training, continued training and retention mechanisms, Safety and Customer Experience. We will look for only local Pompano Beach individuals who have a background in customer service. This comes in many forms but also specifically we focus part of our search on those with not only local knowledge of the area but with backgrounds in the hospitality or food and beverage industry. Driver Ambassadors need to be able to bring a positive attitude every day but also take the position of creating an experience for each rider that is specific to that rider. This not only includes creating a positive experience but diffusing situations instead of escalating.

Our local teams always look to engage with the communities we serve. We work directly with municipalities and various applicable departments such as cultural, neighborhood and business organizations, and stakeholders to get involved and craft a valuable program. In Santa Monica our team of Driver Ambassadors complete a program provided by Santa Monica Travel and Tourism called “I am Santa Monica”. A free 3-hour interactive learning workshop and tour of Santa Monica has been designed specifically to inform and educate local employees about Santa Monica, with a focus on customer service and hospitality training. Trained individuals become “Official information Ambassadors” and are armed with a database of facts, figures, and “Did You Know” anecdotes about Santa Monica for use in customer interaction. In addition to building Driver Ambassadors, Circuit understands that communication with our riders is very important. We have effective communication methods including



our driver rating system and rider surveys.

Question 15 - What do you think sets you apart from your competitors?

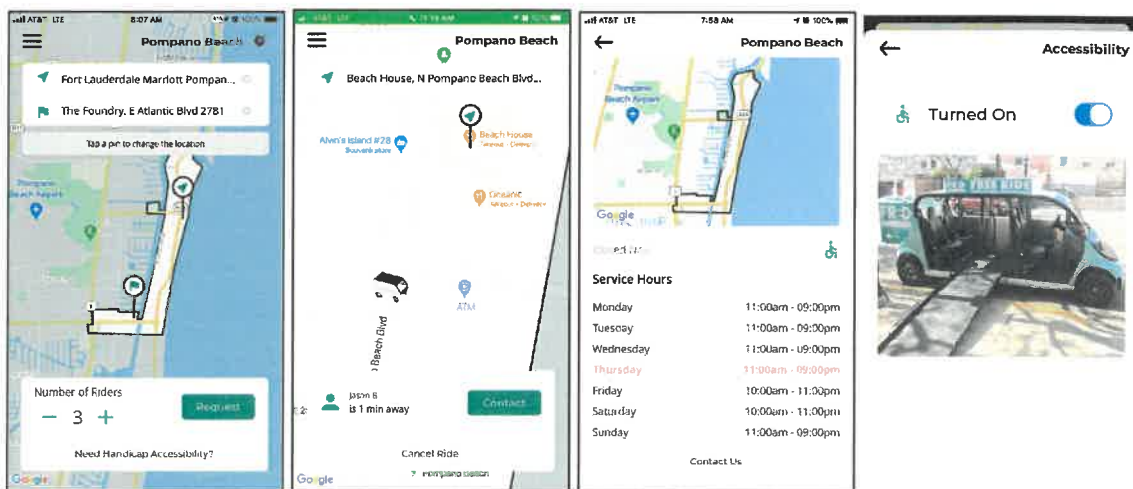
Circuit (formerly The Free Ride) was the first national business of this kind. Over the years, we have seen other competitors come and go, but we have maintained a strong first-mover advantage and have learned, improved and developed a number of new features over the years. Some key differentiating factors include:

Unique Broward Experience - Circuit is the first all-electric, last-mile shuttle service of its kind. In Broward county, Circuit has successfully run the Sun Shuttle in Hollywood, FL as well as an ad-supported operation in Fort Lauderdale. One of our Co-founders, Jason Bagley, is local to Fort Lauderdale and we have built a strong team in the area. The success in Hollywood is an example of how Circuit has been able to successfully run and operate this exact type of electric, micro-transit services. Our services started as a Beach Parking shuttle, and has expanded to a robust downtown transportation offering while aligning with the key goals of the RFP.

Pompano Discovery - In preparing our response to the RFP, Circuit was on the ground in Pompano Beach speaking with Businesses and Residents to get insights into real and perceived traffic, circulation and parking challenges.

Circuit also took things a step further, and ahead of this RFP setup and tested a new Pompano Beach Location on its app. The test location is adjustable, but has been prepared and discussed with local businesses and residents.

Actual screenshots of Pompano Beach location in the Circuit mobile app for testing



Professionalism and Customization - Circuit mitigates risks for clients and sets up programs for long-term success. This is because we do things right. We work closely with local stakeholders, focus heavily on training, executions and details. Our internal processes are robust and based on 10 years of experience running fleets of electric cars and teams of W2 Drivers. We are hands on with every location we are in and also, bring the internal process infrastructure of some of the largest transit providers



around. We believe that is the recipe for long term success complemented with consistent and extraordinary customer experience

National & Industry Experience - Along with local experience, Circuit has run similar services in NY, CA and Texas. The team is an Urban-X portfolio company, receiving an investment from BMW, was an AcceliCITY 2020 Finalist, a CivStart accelerator company and works with industry experts at groups such as CoMotion, Smart Cities NY, 20-20 Cities, etc. Circuit was also nominated as vendor of the year for its work with the Palm Beach County Convention Center, Gator Top 100 (as The Free Ride), Alonzo Award for Mobility and won a Clean Air NY award in October 2020.

Customer Service - Circuit's app ratings are greater than those of all major ride-share companies. This is due to constant improvements and customer service.

Technology

- Ride Hailing vs Ride Sharing - Circuit's proprietary app offers features such as pooled rides. This complex algorithm helps with efficiencies but also significantly reduces traffic on the road. Compared to competitors in the area, Circuit has seen its pooling algorithm lead to 30% higher ridership as a result of pooling trips. This is an essential feature for efficiencies and can be turned on and off as needed. This was initially turned off due to Covid, then Circuit added the feature back, so long as each group gets its own individually separated row.
- Circuit also has the ability to implement a Smart-Spot, on demand approach, as well as a fare-based model, if needed, to reduce costs .
- If needed, Circuit can also implement a fare-based model with a discount program. This can be done full time, during certain times, or can be optional - "Pay What You Want" (this feature is confidential).
- Circuit also has a proprietary in-ride media app that includes local video ads, information listings and "Car Cam" photo booths that allow users to take selfies and provide their email addresses.

Stability, Risk Mitigation and Dedication - Circuit has seen several of its competitors over-promise to partners. This has been the case where pilots are offered and then halted, costs are understated and then re-assessed, or the advertising demand in the market softens and the operations stop. Circuit prices and plans all of its operations for long-term success and has never been forced to renegotiate its costs with its City Partners.

Grant Writing - Circuit has a dedicated, experienced grant writer on its team. Circuit is constantly monitoring Grant opportunities and will ensure that the program in Pompano is tracking the appropriate, measurable impact so that it is best suited for potential grants. Circuit will aid the city in finding, preparing and applying for grants as it relates to this program. In August 2020, Circuit won a grant to run a pilot via the Los Angeles Cleantech Incubator

Covid Safety - Circuit has been running throughout the pandemic and has enacted numerous safety procedures. At the beginning of the pandemic, Circuit turned off pooled rides, required PPE for the drivers and riders, established a cleaning process that sanitizes the vehicles 3X/day, began COVID testing drivers regularly, and added partitions between the rows of the vehicles in Hollywood FL. More recently, Circuit was able to upgrade its pooling feature to ensure that pooled rides are only for groups of 2 or less and that everyone gets their own, partitioned rows.

Affiliations & Guidance - Circuit is affiliated with, in close contact with and/or has received an



investment from industry leading organizations such as: [Urban-X Accelerator](#) Program (BMW/MINI & Urban-Us), [CivStart Accelerator](#), [Leading Cities Foundation](#) (2020 Accelcity Finalist), [LACI](#).

Marketing/Press/PR - As noted above, Circuit has an expertise in marketing our service to riders as well as marketing the impact of our service press publications.

Local Support



Representative Chip LaMarca

Florida House of Representatives - District 93

☒ **District Office**
1827 NE 24th Street
Lighthouse Point, FL 33064
Phone: 954.784.4531
Fax: 954.784.4533

☐ **Capitol Office**
1401 The Capitol
402 South Monroe Street
Tallahassee, FL 32399-1300
Phone: 850.717.5093

Chip.LaMarca@myfloridahouse.gov

September 18th, 2020

City of Pompano Beach
Attn: Jeff English
1190 NE 3rd Avenue, Bldg C
Pompano Beach, FL 33060

Dear Mr. English and Members of the Pompano Beach City Commission,

I understand that Circuit Transit Inc. is applying for the City of Pompano Beach Request for Proposals P-29-20 for Micro-Transit Transportation Services.

Through my work representing our community I have met with Circuit's principals and am familiar with Circuit's operations in South Florida - West Palm Beach, Fort Lauderdale and Hollywood. Based on my understanding of the team and their services, I believe they are well positioned to deliver a successful program for the City of Pompano. Circuit's team has focused on jobs, safety and the communities it operates in. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems that many cities struggle with. I see great potential for their services to grow further in the South Florida region.

Thank you for your attention this matter and please feel free to contact me should you have any questions regarding my letter of support.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chip LaMarca'.

Chip LaMarca
Florida State Representative - District 93

cc: Pompano Beach Mayor and City Commissioners



TITLE PAGE



Request for Proposals
P-29-20
for
Micro-Transit Transportation Services

Prepared for:

City of Pompano Beach
Attn: Jeff English
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Date: September 17, 2020



Prepared by: Circuit Transit Inc

777 S Flagler Dr
Suite 800 W
West Palm Beach, FL 33401

Name of Contact Person:

Alexander Esposito, CEO/Co-Founder
alex@ridecircuit.com | 516-446-8513



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Letter of Transmittal

Circuit Transit Inc

September 17, 2020

City of Pompano Beach
Attn: Jeff English
1190 NE 3rd Avenue, Building C
Pompano Beach, FL 33060

Re: Request for Proposals (RFP) P-29-20 for Micro-Transit Transportation Services

Dear Mr. English,

This submittal is for the City of Pompano Beach RFP P-29-20 for Micro-Transit Transportation Services. As a national company with a foundation in Broward County, the Circuit team is extremely excited about the opportunity to work with the City of Pompano Beach to provide an all electric microtransit service for area's workers, residents and visitors. Now in our *10th* year of operation in Broward County, we have the experience, expertise and infrastructure to collaborate with the City in providing a service designed for Pompano Beach that is effective today and prepared for the future. Building on our experience and team in the area, and recent successes with the Sun Shuttle, our City and CRA funded service in Hollywood FL, we are prepared to meet and exceed the requirements set forth in this RFP.

Circuit Transit Inc. (Circuit, formerly The Free Ride) is committed to working with the City to provide a flexible, creative, and innovative micro-transit service that will relieve congestion on the barrier island and in areas West on Atlantic Blvd. We will work closely with the City to design and run a service that provides immediate value, helps connect riders to local destinations and parking, improves access to local businesses and attractions, provides a safe and enjoyable customer experience, efficiently reduces traffic, parking demand and emissions.

Circuit is the leader in the on-demand first/last-mile transportation industry. By using fleets of all electric vehicles, leveraging data from our proprietary ride-request app (with pooling), and working with cities, advertisers and local business, Circuit is able to provide an eco-friendly, data-centric and efficient solution. Our proven model provides a fun alternative to single occupancy vehicle trips (SOVs), reduces Vehicle Miles Travelled (VMTs), creates local jobs, and covers the last mile at no cost to the rider.

We estimate that, in a good case, our services as described in our response can help the City reduce congestion by reducing Vehicle Miles Travelled by 735 miles per day. We calculated this by estimating ridership based on available capacity for this program, the efficiencies gained by our app's pooling algorithm, and our historical data in similar markets. We have provided Case Studies on historical performance in the Appendix. Based on the proposed phase 1 service, the system can handle

City of Pompano Beach RFP P-29-20 for Micro-Transit Transportation Services
CIRCUIT TRANSIT INC.





approximately 660 riders per day. The national average of riders per vehicle trip is 1.54 passengers¹, resulting in approximately **429 fewer vehicles on the road**. Additional vehicle miles can be saved by reducing the demand for parking. Once started, Circuit will use rider data and surveys to better understand behavior and impact calculations in preparation for grant applications. Conservatively, based on what we have seen in nearby markets, we estimate 260 riders per day (with a 2 car + 1 ADA car operation), resulting in **an initial reduction of approx 169 cars per day**.

Circuit will work with the City to apply for a Florida Department of Transportation (FDOT) Grant to offset the program costs. We have carefully reviewed the grant terms and are confident we can help the City meet the documentation and reporting requirements noted in Attachment B. Circuit has experience applying for and winning grants, and the staff in place to help with these requests. We are able to meet the FDOT standards for insurance, records, data, permitting and other items. Circuit is aware that the awarding of the Grant may be subject to State and Federal audits, which may include on-site visits, review of financial reports and the monitoring of processes/procedures. We have experience meeting Florida State, Broward County, and local requirements for operating NEV services and are confident we can meet the needs of this grant application.

Circuit's corporate headquarters are located at 777 S. Flagler Drive, Suite 800 West Tower, West Palm Beach, FL 33401. The company has a permanent local office in Broward County in Fort Lauderdale, FL at 2414 E. Sunrise Blvd #40, Fort Lauderdale, FL 33304 and also operates in Hollywood, West Palm Beach, and Miami.

The below company officers are authorized to make representations for Circuit Transit Inc. James Mirras will be the primary point of contact for this program.

Alexander Esposito
CEO / Co-Founder
27 E. 28th Street
New York, NY 10016
alex@ridecircuit.com
Tel: 516-446-8513

James Mirras
COO / Co-Founder
360 Montauk Highway
Wainscott, NY 11975
james@ridecircuit.com
Tel: 631-903-4448

Jason Bagley
Partner, National Operations
2414 E. Sunrise Blvd #40
Fort Lauderdale, FL 33304
jason@ridecircuit.com
Tel: 305-494-1612

We appreciate your thoughtful consideration of our proposal and welcome any questions you may have.

Sincerely,

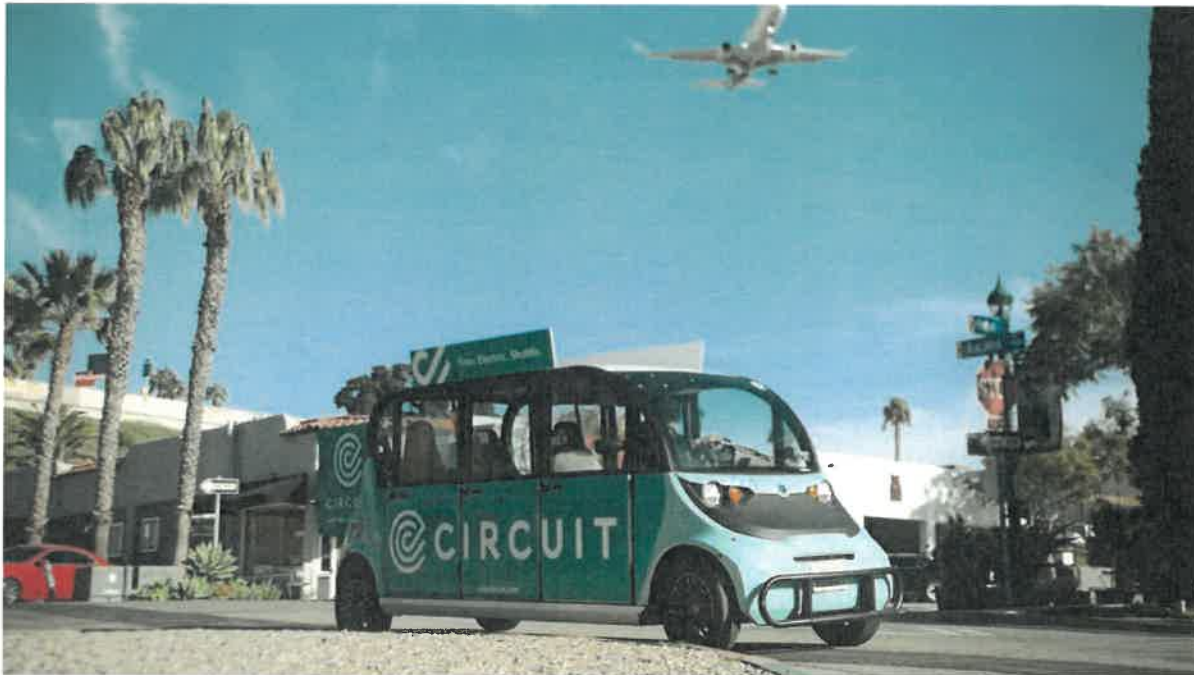
Alexander Esposito
CEO/Co-Founder, Circuit Transit Inc.

¹ <https://www.greencarcongress.com/2018/07/20180731-fotw.html>



Vehicles/Resources

Nature & Type of Vehicles



Circuit proposes to use GEM E6 all-weather, 100%-electric cars from Polaris Inc. The vehicles seat 5 passengers plus the driver (total of 6 seats) and are made in the United States. The slim and efficient design reduces interference with traffic and decreases passenger loading time. The cars are ideal vehicles for short-range, sustainable, about-town transportation.

These vehicles are low to the ground and each seat has its own door and window, making it easy to get in and out of the vehicles, reducing load and unload times, and the impact curb time has on congestion. The design also provides a more comfortable experience for passengers, especially during the COVID 19 pandemic.

Additional benefits include:

- Range - Lithium batteries for increased range and time on the road with state-of-the-art charging equipment.
- Environmental Impact – Less carbon emissions, reducing the City's carbon footprint and aligning EV grant opportunities



- Fleet Benefits - Operating numerous vehicles increases the flexibility to customize the service to best serve the needs of the public
- Ridership – The car's design is fun and inviting, encouraging riders to hop aboard
- Interior Comfort – The cars are easily kept clean and are outfitted with comfortable seats, ample legroom, cup holders, 3-point seatbelts and a friendly, local ambassador/ driver
- Separation - Partitions added between the rows for Covid-19.
- Storage - Ample cargo space for groceries, beach chairs and coolers, etc.

Each vehicle can include an optional iPad display that can play digital content such as City messaging and video ads. Circuit is a powerful economic development tool and the space will provide valuable exposure to local businesses. Our video app also allows riders to take selfies using our on-board photo booth!

Circuit remains committed to using only 100% battery electric vehicles, including GEMs for the past 9 years. Circuit currently owns/leases and insures a fleet of 120+ all-electric Polaris GEM e6 vehicles. The cars are ideal vehicles for short-range, sustainable, about-town transportation. As alternatives, we can offer an array of EV sedans from Toyota Prius' to Tesla Model 3's and Electric Vans with seating for 9-15.

Circuit will ensure vehicles meet all minimum standards required to operate services in accordance with the regulations required by local, state, and federal guidelines.

ADA Service Vehicle

We are able to offer a Polaris GEM e6 ADA vehicle (pictured below) which offers a full, fold out ramp and the ability to secure wheelchairs within the vehicle, and 4 total seats (as opposed to the usual 6).





Circuit's ADA accessible vehicles in San Diego, CA and Hollywood, FL

Access to Additional Vehicles

Given our nearby operations, specifically in Fort Lauderdale and South Florida in general, we are readily able to supply additional GEM electric vehicles on short notice on an as-needed basis. In the event a vehicle needs maintenance, our on-staff, GEM-certified technicians can typically be in the market within 20 minutes. If needed, a new vehicle can be brought to the market, or for events, within 2 hours.

We have 25 vehicles within Broward County that are Circuit owned and therefore we have immediate access to this fleet, including spare vehicles in our Fort Lauderdale market.

While Circuit has found great value in using GEM (Polaris Vehicles), we have built our systems for the electric vehicle types to be interchangeable. We are able to input other vehicle options, if desired, including higher capacity vehicles and will propose to use for Phase 2 explained below.

Vehicle Branding

Vehicles can be self-branded and the program can be named by the City of Pompano Beach, including full vehicle wraps. In Hollywood, the City named the program the Sun Shuttle. In San Diego the service is named FRED (Free Rides Everywhere Downtown). In those cities, the local branding is the default wrap when there is not an active advertising campaign running on that particular vehicle. We ensure that vehicles are easily identifiable and recognizable to riders as part of the Pompano Beach service, including through window decals, top panels, and on the rear trunk. Drivers also wear uniforms and have company badges.



Circuit's team in all-weather GEM vehicles, making local deliveries for Feeding South Florida and the Cruciform Food Bank in Hollywood, FL. and shuttling visiting nurses in New Rochelle, NY.



Storage & Charging

As referenced in the questions and answers, Circuit would welcome the opportunity to utilize storage and charging in the Pier Garage. The Pier Garage location is ideal as a central point of the coverage area. Ideally the "valet only" section and south entrance of the garage to regularly secure charging spaces, separate from co-mingling with the public and to ensure quick in and out access. We can utilize tandem spaces and oftentimes unstriped, otherwise unusable spaces such as along a wall when capacity is an issue.

Our fleet includes vehicles with fast charge capabilities including Level 1 and Level 2 J1772 compatible chargers. We also have vehicles available that require only a standard 110V outlet on a dedicated 20amp breaker.

If the need for storage and charging arises, Circuit has a network of relationships with hotels, parking companies and real estate developers and could establish a local base of operations near the service area where vehicles can be stored and charged. Any additional charging infrastructure installed for our vehicles' usage will undergo a permitting process and be installed by a certified contractor.

Process for Hiring Drivers

Each Circuit location has a dedicated team of local managers, supervisors and drivers to ensure service performance and Company operational standards. Circuit builds successful, proud teams and focuses on development and retention. Upon award of a contract, Circuit would develop and provide a location specific staffing and personnel plan tailored to the final service scope. We would be able to leverage our regional operational experience and infrastructure in Broward County to quickly and efficiently set up the new service in Pompano Beach. With a backlog of candidates interested in driving for the Sun Shuttle in Hollywood, and a number of existing driver referrals, we're confident that we can build a local team quickly and effectively. Circuit's drivers are more than just drivers. They act as local ambassadors; representing the city, providing local knowledge and encouraging local business.

Circuit will *always* commit to a local hiring preference in all markets. One of the many benefits of hiring locals include ensuring staff are familiar with the location and can serve as a knowledgeable ambassador. Currently in our Fort Lauderdale and Hollywood locations, over 60% of our staff are residents of the respective cities that they work in and over 90% of our employees in those markets are Broward County



residents. We will be able to comply with the City's local business program as Tier 2 Vendor if selected. As we have done in other markets, along with posting job openings on popular platforms such as indeed, we can work with local workforce development and job placement centers to source qualified local candidates. With current employees who live from West Palm Beach to Miami, we have also found we already have personal connections to potential candidates in Pompano Beach.

Circuit w2 employs and trains its operational personnel, including driver ambassadors. Circuit uses its successful developed personnel policies to create a hiring and safety program specific to the unique operation. The process includes hiring, background checks, drug tests, alcohol screenings, initial training, continued training and performance evaluations. We can quickly add drivers and vehicles to our national custom auto insurance policy.

Creating quality jobs, and building a diverse team, are constant goals at Circuit. An environment that keeps employees happy and motivated is crucial to the company's long-term success. Driver retention is a factor that the company is proud of. There are happy teams in every market of service and over the past 18 months (through COVID-19) a retention rate of 80% in our Hollywood, FL operation. This is the result of the diverse work environment that Circuit creates, the camaraderie among employees, the ability to grow, and the enjoyable, safe and fair management.

We have also seen the value of a professionally trained workforce in maintaining high standards of cleanliness and health during the current pandemic. Our riders have consistently appreciated the local knowledge, professionalism, and friendliness of our staff. This has helped maintain rider confidence and trust in our services.

Additional staffing lead time is roughly 2 weeks for hiring and proper in-car and classroom training. Circuit currently has approximately 25 employees in Broward County that are available to fill in any gaps or decrease lead time while we hire local staff from the City of Pompano Beach. We have a local base of operations already in Broward County and can expand upon this presence to accommodate the scale of the new program.

Circuit seeks specific driver qualities that ensure safety, professionalism, a focus on customer service, and knowledge of the City as a visitor destination. Circuit employees are more than drivers; they are ambassadors to the local community. We look for motivated, outgoing, excited and responsible employees to represent our brand. Ongoing training is conducted on a quarterly basis to update on safety, optimal vehicle operation, customer service, assisting riders with disabilities, and operational protocol.



The management team has access to our proprietary management dashboard to view operations in real-time and regularly monitors the drivers' performance. Circuit will offer these tools and data reports to the project team at the City, to maintain quality control, transparency and monitoring for future improvements. Additionally, Circuit uses a scheduling software to keep the team connected, manage shifts, and enable local management to efficiently manage the local team.

The hiring and training systems we have in place will help the City achieve its safety and accessibility goals with regards to this project while also ensuring a high quality customer experience, which encourages further ridership and exploration of the community.

Customer Service

One of Circuit's core values is customer experience. Circuit focuses on hiring drivers and operational staff that exhibit excellent customer relations skills and value experience in customer service. Customer relations is a part of our training program, which includes updates to policy related to COVID19 and responding to rider concerns. We hire locally and prefer drivers that are familiar with the local community to act as an ambassador as well as a driver. We also make sure our teams respond to all complaints and feedback in a prompt and professional manner.

Riders have consistently rated our services very highly, both in internal and external surveys as well as the app stores. We have a 4.7 rating on the App Store and a 4.6 on Google Play (out of 5 stars), distinguishing us as the highest rated service on the Google Play Store compared to other microtransit and rideshare services (including Uber, Lyft, etc.). We are committed to excellent customer experience and long term success, and our customer service team makes a point to reply to all reviews in the app stores.





Penni Mariotti - McCord

★★★★★ August 15, 2020



The new app seems to have started working. I love Circiut (FreeRide) I have found them invaluable and essential. They're usually on point and I depend on them to get anywhere I need to go downtown! You guys Rock! Thanks for everything. Stay safe, stay well!

Circuit Team August 17, 2020

Hi Penni! Thank you so much for updating your review. We love the feedback and we're so glad that you're happy with our service. Ratings and reviews are extremely helpful and much appreciated, so please be sure to share with peers! Stay safe & healthy during this time.

Vickie Corneal

★★★★★ August 1, 2020



Very polite nice helping especially to a senior citizen 🙏

Circuit Team August 7, 2020

We are so happy to hear that Vickie! We love the feedback and we're so glad that you're happy with our service. Ratings and reviews are extremely helpful and much appreciated, so please be sure to share with peers! Stay safe & healthy during this time.

Mc Micheal

★★★★★ May 15, 2020



This app is fantastic these rides are so punctual, and the drivers are so courteous and kind. I wish I could give more than five stars

Circuit Team May 20, 2020

Thank you so much Mc Micheal! We love the feedback and we're so glad that you're happy with our service. We are always looking to improve speed & efficiency. Ratings and reviews are extremely helpful and much appreciated, so please be sure to share with peers! Stay safe & healthy during this time.

Driver Training

Circuit has developed scalable personnel policies to create a training program that is also specific to the unique operation. We believe these programs improve our service quality, help us deliver further on program goals, and provide higher levels of safety for our riders, our drivers, and other people sharing the road.



Circuit has a training program in place for new operational staff which covers safe and efficient operation of electric vehicles, cleaning and safety processes, and customer service. Circuit has a corporate operations team that develops and maintains operational policies and procedures including over 180 pages of Operations Manager and Driver Ambassador training guides and supports SOPs. They hire and train new managers and coordinate hiring and training for new drivers. Circuit has a Regional Manager in place for Florida. Drivers receive initial in-person training, are observed on ride alongs, receive ongoing on-the-job training, and are updated on any new operational policies or procedures. Training is conducted by local managers and supervisors.

When the manager is comfortable with a candidate and decides to extend a job offer, they will be introduced to our staff training/development tools & programs.

Our training program specifically covers:

- Safe operation of an electric vehicle
- Efficient operation of an electric vehicle, including to maximize battery efficiency
- Cleaning procedures using environmentally friendly processes and products
- Safety guidelines and policies
- COVID19 advanced safety and cleaning policies and procedures
- Customer service and passenger relations
- ADA regulations and operations
- Use of the Driver Mobile App
- Communications policies
- Emergency procedures and plan
- Accident reporting/procedures

Our teams have consistently met requirements from transit authorities and police/sheriff's departments, including in Florida, New York, and California, for vehicle inspections and driver training and testing. We would institute our vehicle cleaning program to maintain the appearance and cleanliness of the vehicles along with the safety and health of the passengers and drivers.

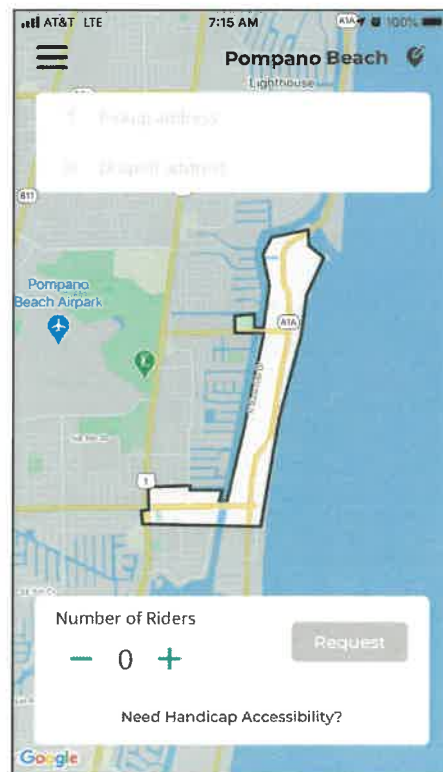
We can additionally include other training and testing requirements as needed by the City of Pompano Beach. We will ensure that our drivers meet the specific guidelines as listed in this RFP and will include this in our Glovebox Reference Guide for service in this area.



Service Area & Proposed Servicing Schedule

Understanding of Proposed Service Area and Schedule & Local Research

Circuit's Broward County and National management teams are extremely familiar with the City of Pompano Beach and the corresponding service area. Our Southeast General Manager and local contact for this proposal has been a Broward County resident for over 17 years and has spent a great deal of time in Pompano Beach. We recognize the thought and effort that has gone into Pompano Beach reinventing itself and are excited to see all of the continuing development come to life. Prior to and since the release of the RFP we have spent several weeks throughout the area, speaking with local residents and surveying local businesses to get a true feel of the community and their wants and needs related to circulation and transit. We have used that conversational input as well as internal survey data performed during these conversations to help determine our recommendations, service plan and future opportunities or needs. Next was building out the potential Pompano Beach location on our technology platform to visualize and test on our actual management dashboard and mobile apps.





Local Establishments that our team has met or spoken with over the past few weeks include The Beach House, Oceanic, Lucky Fish, Houstons, The Foundry and Briny Irish Pub. These discussions have shown the general consensus was that most *current* operating hours are roughly 11AM - 9PM, some later (i.e. The Foundry currently opens at 4PM) and several open to 11PM on Friday and Saturday nights only. Understandably hours are still reduced due to Broward County Covid emergency orders. Further, what we heard from many employees is that parking is a regular concern on weekends, peak season and holidays. Some of the local workforce mentioned The Pier Parking Garage is accessible during the week and summer months, however on peak Holidays and weekends the congestion and time spent getting in and out of the garage can pose an issue.

Implementing Park and Ride options detailed in Attachment A would be useful during those peak times. Just as important, removing those individual car trips from driving to get to The Pier Garage and surrounding beach lots as well as occupying the space for a longer duration would alleviate congestion and open parking spots for the public.

Recommendations

Given the Scope of Service provided, focus on alleviating congestion and residents and visitors potentially being a larger part of the congestion problem, one recommendation could be service hours:

Sunday through Thursday: 11AM - 9PM
Friday and Saturday: 10AM - 11PM (as proposed)

This would keep service to the total proposed hours of service per week but allow for the potential to provide service during higher demand hours.

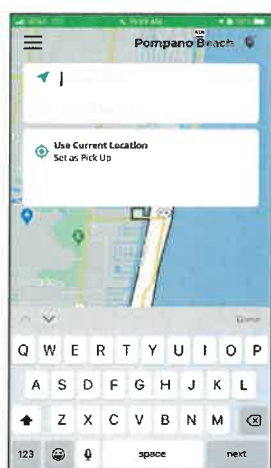
In the future, we'd recommend expanding the hours. Our local research has indicated that the ideal hours would be opening at 10AM, 7 days per week for consistency and the service is able to accommodate all restaurant employees who work the first shift during the week with additional parking options. We also believe this will be more of a need once Covid restrictions are lifted and current developments underway are complete and open for business. However, in Phase 1 we believe the weekday need for additional employee parking options is not as great as the potential demand from residents, visitors and employees during the 8PM hour Sunday through Thursday.



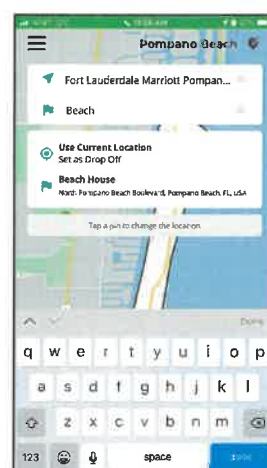
To recap, in talking with local businesses, the storyline we heard was that the congestion related issues that are dictating the process of moving about or parking in the area was the main problem. The concern seems to lie in creating a solution for the congestion, and we believe that is primarily driven by residents and then visitors and tailoring service to meet their needs. In return, that is what creates a better situation for the employees in the area. So by focusing service hours and other details on the residents and visitors first, we accomplish improving the City for all three groups, Residents, Workers and Visitors.

Technology Testing

As mentioned above, in preparation for our response we built out a complete Pompano Beach location on our web-based internal management dashboard and had our team simulate service on both the rider and driver mobile apps. Circuit's internal and proprietary technology features 12 dynamic variables that determine service details as well as what we consider levers to customize the user experience. This includes the ability to enable or disable or proprietary ride pooling algorithm and customize from there. For one dynamic feature example, when new requests come into the system for pooled rides, we are able to set the maximum allowed deviation in wait time for existing riders matching in the system which directly impacts the user's experience.



Use your current location at any time, type in search fields or simply move the pin to set your desired pickup and drop off locations.

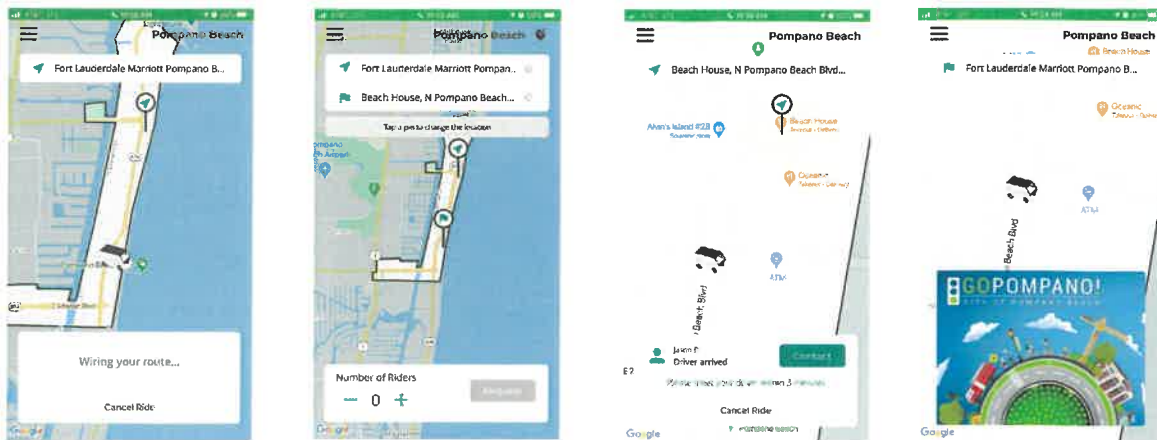


Optimized Google Maps API searches within the specific, local service area to find desired locations with as little as a few letters



During testing we learned, **specific to Pompano Beach**, how some dynamic features need to be set based on the layout and specifics of the area. Although the testing was to include visualization of the user experience you will see below, this testing will be extremely valuable to determine service features going forward.

Two options: on-demand and fixed stop, create Pompano Beach location and use for screenshots, etc. Propose on-demand but discuss opportunities for fixed stop and its benefits, we'll work with stakeholders of the area to determine what is best for the Community.



(Screenshots from the app that Circuit used to test in-market, in Pompano Beach, including example coverage area, vehicle tracking and wait times, and local messaging example)

Operational Approach

Circuit is proposing an app-based request system, including geo-fenced service area with door to door on-demand service, plus the option for street hail ride pickups. This is the most user-friendly option, providing 100% convenience, while maintaining our commitment to the best solution for the entire City, not just the individual user. The service area, preliminary shown in screenshots above, will be tailored during conversations with local stakeholders to create the best possible solution and least possible inefficiencies.

When the user opens the app, they will be automatically placed in the Pompano Beach location based on their current location. From there, the user will be able to set current location as pickup point, type in a location or address or simply place a pin where they want to be picked up, then repeat for drop off which all go through Google Maps API to ensure the best possible mapping and routing. After pickup and drop off fields are input, the user selects # of riders, if they need an ADA vehicle or not (which can be set as a preference) and hit request. The request goes through the



system and routes to the most efficient driver based on all other current requests and rides, and provides the user with an ETA once matched, the driver's name and the driver's real-time location on their app where they can follow along as the vehicle moves towards their pickup location.

As mentioned above we also recommend the below hours of service based on the suggested total weekly hours but redistributed very slightly.

Sunday - Thursday: 11AM - 9PM

Friday - Saturday: 10AM - 11PM

This is completely adjustable and Circuit will work with local stakeholders to understand all needs and determine service hours based on that feedback. In the conversations we've been having with local businesses and restaurants the above hours we believe will provide the solution needed on each specific day.

Fees and Costs

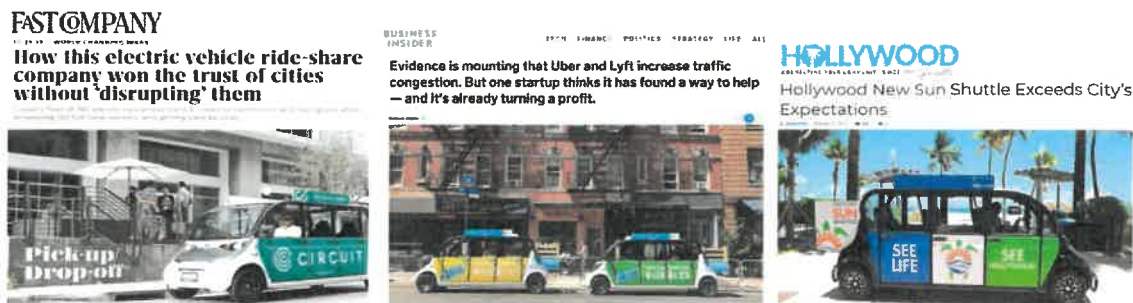
Narrative of Proposed Approach

Circuit's growth is largely due to its successful operations and satisfied customers. From technology, management, training and operations, Circuit's full suite of services are best in class and offer the highest levels of quality for this type of service. Circuit maintains rigorous quality controls across all of its operations. Along with a dedicated, responsive and local staff, Circuit's national team is readily available to handle technology improvements, vehicle enhancements, customer service, impact measurement and grant writing. The dedicated team and quality of service is what sets Circuit apart from other operators and will offer the highest level of service for the City of Pompano Beach.

Circuit quality of service has led to recognition, awards and affiliations that benefit all of the company's affiliated partners. In December 2019, Fast Company highlighted Circuit as the **"Electric vehicle ride-share company that won the trust of cities without 'disrupting' them"**.² The team has also been featured in The NY Times, Business Insider, Forbes, Fox News, ABC and a number of other publications. In 2017 the City of San Diego referenced FRED as part of its successful Bloomberg award application, and the service was featured in a national CBS Smart Cities report.

²

<https://www.fastcompany.com/90444895/how-this-electric-vehicle-ride-share-company-won-the-trust-of-cities-without-disrupting-them>



Circuit has been the recipient of numerous awards like: Alonzo Award for Mobility in San Diego, Vendor of the Year Nominee - Palm Beach Convention Center, Lamplighter Award for Best New Service in San Diego, Rulebreaker Award for Startups Changing their Industries, 2018 Gold Medal - Ad Club of New York, Outdoor Media Plan of the Year, Gator 100 Award (#20)..

Circuit is currently a Finalist for the Accelicty Competition and has taken part in several industry-specific accelerator programs. In 2019, Circuit was accepted to the URBAN-X Accelerator³ program where it received an investment from BMW/Mini and access to international mobility experts. Circuit has also completed the Civstart⁴ and Joules⁵ Accelerator programs and has been asked to speak/participate at events like LACoMotion, SmartCities NY, 20-20 Cities, and Civic Lab. I.



Costs & Pricing -CONFIDENTIAL

Circuit is prepared to deliver a service with the number of vehicles and the number of operating hours determined by the City. Circuit can deliver a **two car option for a total of \$178,392 (not including revenues generated)**, however we do not advise starting with two cars.

A two car service, with ADA access, will not be able to fulfill the expected demand front the program and may jeopardize the perception of the service's effectiveness.

Based on our experience operating NEV services with this vehicle type for over 9 years, including the demand we see in Hollywood, FL, as well as the territory size

³ <https://www.urban-x.com/>

⁴ <https://www.civstart.org/>

⁵ <https://www.joulesaccelerator.com/cohort-5>

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and service requirements set forth in this RFP, we propose the following number of vehicles:

- Two (2) Polaris GEM e6 vehicles, or similar vehicle
 - Model year 2019 or newer, all weather
 - 5 passenger seats + driver, 0 ADA positions
 - Electric Vehicle
- One (1) Polaris GEM e6 ADA vehicle
 - 3 passenger seats + driver, 1 ADA position

Circuit has decided to price the operation in total to include 2 cars for the specified weekly hours, including all marketing, technology and the services described above but also offer an ADA accessible vehicle to be used at 40% capacity at no charge to the City. We are also willing to launch the service as early as January 15, 2021 depending on timing with the selection process and contracting, at no additional cost as a way to “soft launch” and market the service which has been extremely successful in the past. This also allows us to learn why, when and how the Community is using the service and make adjustments to meet those needs, again which is extremely valuable to the service and its long term success.

OPTION 1: 3 Total Cars - Two (2) 6 Seat GEM vehicles + One (1) ADA GEM Vehicle

Cost Per Vehicle Hour: \$22.17

Total Annual Gross Cost: \$210,257 (does not include any potential advertising or fare revenues)

Guaranteed Advertising Share: \$20,000

Total Proposed Annual Cost: \$190,257

City of Pompano Beach: Two (2) NEV + One (1) ADA NEV		
Item	Description	Total (USD)
Staff - Drivers, Supervisors	- 8,008 Vehicle Hours - 2,000 Supervisor Hours	\$131,057
Management & Admin	- Operations Manager: 2,080 Annual Hours (25% of hours are driving hours included in 'Vehicle Hours' above) - Administrative Duties - Customer Service - Data Reporting	\$36,000
Insurance	- All applicable insurance, up to \$5M GL	\$9,600

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<i>Infrastructure</i>	- Vehicles - Technology - Hardware - Storage & Electricity	\$30,000
<i>Misc</i>	- Other	\$3,600

OPTION 2: 4 Total Cars - Three (3) 6 Seat GEM vehicles + 1 ADA GEM Vehicle**Cost Per Vehicle Hour: \$22.17**

Total Annual Gross Cost: \$315,385 (does not include any potential advertising or fare revenues)

Guaranteed Advertising Share: \$30,000

Total Proposed Annual Cost: \$285,385

City of Pompano Beach: Three (3) NEV + One (1) ADA NEV		
Item	Description	Total (USD)
<i>Staff - Drivers, Supervisors</i>	- 8,008 Vehicle Hours - 2,000 Supervisor Hours	\$196,585
<i>Management & Admin</i>	- Operations Manager @ 2,080 Hours (25% of hours are driving hours included in 'Vehicle Hours' above) - Admin - Data Reporting	\$54,000
<i>Insurance</i>	- All applicable insurance, up to \$5M GL	\$14,400
<i>Infrastructure</i>	- Storage & Electricity - Vehicles - Technology - Hardware	\$45,000
<i>Misc</i>	- Other	\$5,400

Costs for a 3 year plan should be analyzed in two ways. One with no growth to see the impact time has on costs given that over time at Circuit we have seen both advertising revenue increase and given our retention rates for employees, payroll costs increase slightly with inflation.

3 Year Projected Cost (3 car service, no growth)			
Vehicle	Year 1	Year 2	Year 3
3 cars, Proposed Service	\$190,257	\$194,361	\$198,465.00



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This includes rough projections on advertising revenue increase as well as expected inflation over time. As we have seen with all other operations, demand for rides and success has come quick and we expect the same in Pompano Beach. Projecting out for expected demand and additional service options and features, below provides an idea of expected vehicles and associated potential costs.

3 Year Projected Cost (Expected Demand Growth, Budget Dependent)			
Vehicle	Year 1 - 3 cars	Year 2 - 5 cars	Year 3 - 6 cars
Standard, Proposed Service	\$190,257	\$398,721	\$478,402.00

Team/Staff

At Circuit, our approach to service success is driven by customer experience. In order to achieve the level of customer experience we expect, operational execution starting with staffing is most important. Our focus on quality of the local team, and on-going management, is why over 75% of our total program costs are attributed to payroll and payroll related costs. Hiring and employee retention practices Circuit follows are the best way to ensure staff performance but from experience, pay rate is a huge factor in team performance and therefore customer experience. Circuit is the best in the industry with staffing and knows what is needed to get it done. The below roles will be included in the Pompano Beach service and ensure operational execution, therefore excellent customer experience and service success.

COO / Co-Founder - James Mirras: Oversees all national operations and will work closely with Jason Bagley. to plan and set up operations, hiring processes, tech improvements, reporting processes, metrics and any additional requests of the City of Pompano Beach.

General Manager - Jason Bagley: Controls all South Florida operations and comes at no cost to the City of Pompano Beach. Jason currently oversees Circuit's national fleet operations for 140+ vehicles and our 5 operations with 40 vehicles in Palm Beach and Browards counties. Jason has been operating 100% electric shuttle services in Broward County since 2011 and with his fleet expertise spends time consulting the Polaris GEM corporate technicians on vehicle diagnostics and new solutions.

Regional Manager - Camille Santiago: Manages hiring, onboarding and scheduling for all South Florida operations and comes at no cost to the City of Pompano Beach. Camille currently oversees and schedules roughly 35 managers, supervisors and





drivers in Palm Beach and Broward counties only. Her background is Community focused relations with experience in transportation related industry. Manager and shift supervisor (explained below) onboarding is crucial to service success and having a dedicated manager with experience in multiple locations but at the same time hyper-focused in one area is crucial.

Impact Measurement and Grant Support - Alyssa Haerle - Director of Transit Development, handling government relations, impact measurement and grant writing. Alyssa received her BA in Political Science from UCLA and MA from Stanford with research focused on economic development and public private partnerships. Prior to joining Circuit in 2019, Alyssa was a Research Fellow in Government Relations at the Los Angeles Cleantech Incubator evaluating local, state, and national policies and providing support for transportation, workforce development, and economic development programs.

In-House Fleet Technicians: Two existing fleet technicians based in Broward County with a combined 15 years of experience with electric vehicles come at no cost to the City of Pompano Beach. Our head technician works directly with Polaris corporate technicians, along with Jason (above,) in diagnosing new car issues for Polaris to include in their fleet maintenance recommendations to their national dealer network.

Operations Manager: Will be hired and solely dedicated to the City of Pompano Beach service. We have a candidate in mind in South Florida that has experience working with Circuit and will finalize this new role if/when Circuit is selected as the operator. They will manage day-to-day operations, staffing, driver relations, rider relations and community involvement. The operations manager will spend roughly 25% of their time driving a vehicle in Pompano Beach, 40 - 50% of their time riding with our Driver Ambassadors for formal ride-along assessments and informal rides to talk with riders and be involved in the Community on-the-ground. Having management level staff hearing directly from the riders is priceless. The rest of the manager's time is spent on staff management and Community involvement.

Shift Supervisor/s: Will be hired specifically for this project and is generally promoted in month 2 of the service from existing Driver Ambassadors or promoted from other locations if they are the best candidate. Supervisors manage intro-shift management issues, including but not limited to employee breaks, issues to escalate, etc. Supervisors also ensure there is an employee in charge with additional training at all times during service hours. This allows us to promote within, which helps with retention, we have direct experience with the candidate on the job and the candidate has on the job experience.



Driver Ambassadors: Will be hired specifically for this project with a requirement to be a resident of the City of Pompano Beach or have a deep knowledge and experience with the City. Driver Ambassadors are the key to the entire operation and are the face of the service to the residents, visitors and employees of the City.

Fleet

Beyond the team, Circuit has the most experience in the Country running fleets of electric vehicles and over the past 10 years of being in business we have therefore built out our own in-house vehicle technician and maintenance team (as mentioned above). This ensures our fleet is operating above industry standards and if issues do arise, which we know from experience will, we have the in-house team to address and solve faster than any other vendor. We also have the most vehicles in the surrounding areas so vehicle replacement ease also mitigates any potential fleet related risk.

Technology

Ride Request App

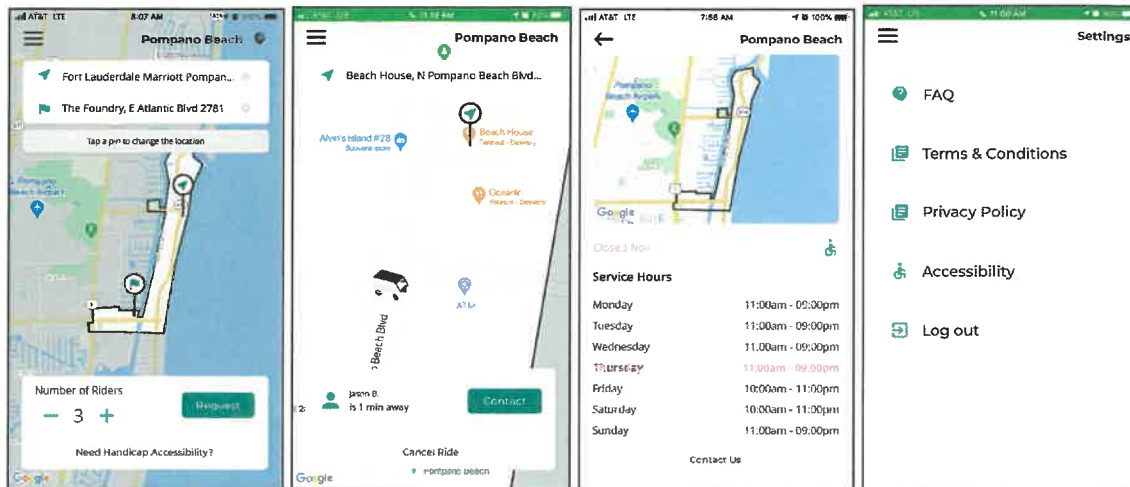
Circuit has developed, owns, and maintains a proprietary, custom mobile application available for iOS and Android phones where rides can be hailed within a geofenced zone. Our user app is complemented by our driver facing app and management dashboard - a technology suite that we built specifically for our NEV shuttle operations. Circuit owns the app, all of the data, and can provide robust data reports, which is often limited by firms using white-labeled solutions. This further allows the team to make customized adjustments as needed by the City.

After downloading the app, users create their own unique account, providing name, email, age, and gender. The app will automatically select the nearest operating zone. Riders can also view and select other locations.

Within our user-friendly app, the user can see information about the service, see the coverage area map, select their desired pick up and drop off location within the geofenced coverage zone, input number of riders, and request a ride. They are then shown the estimated wait time, the location of the assigned car while on its way, and are alerted when the driver is close. After their ride, they can leave feedback and also view their Ride History.



Our operations and technology teams work closely together to test new features and updates and fix any issues that arise. Our technology team can also handle ad-hoc requests to adjust service territory and include rider messaging, during events or emergencies, for example.



Test version of Pompano Beach location built for RFP response demonstration purposes

Website: www.ridecircuit.com

Apple: <https://apps.apple.com/us/app/ride-circuit/id988052033>

Android: <https://play.google.com/store/apps/details?id=com.thefreeride.rider>

Key Advantages of the App:

- On-Demand;
- Data Tracked for Ridership, Reporting, Heat-mapping & Management purposes;
- Ability to notify riders of service disruption through multiple avenues.
- Ride pooling to reduce congestion and wait times.

Aside from the above-mentioned geofencing feature, we also have the ability to include a flexible fixed route system with virtual stops, such as designated pick up / drop off points at the park and ride lots, the beachfront, and local destinations, which aids in curbside management. Both of these have on-demand capabilities and can be adjusted and optimized based on data to maximize efficiency and the customer experience.

Our random ride feature enables drivers to track non-app based requests through the driver app, which automatically logs the ride's start and end location and timestamp. Along with wave down requests, we can also set up text-ahead and



smart kiosk options. These can make the service available to those without access to a smartphone or data plan, international visitors, and the unbanked.

Reducing congestion is a key objective of this program, which aligns perfectly with Circuit's mission. Circuit can offer the ability to pool riders via its app's proprietary pooling algorithm. **Ride sharing and ride hailing are two very different features.** By pooling riders, Circuit actually reduces cars on the road and, therefore, congestion. Studies show that ride hailing, without pooling riders, can actually lead to more congestion, as drivers spend more time operating empty vehicles. Pooling can be turned on and off as requested by the city and as needed during the Covid-19 pandemic.⁶

We can adapt our technology to the City's needs, to meet local conditions, and as feedback and results come in. We would be happy to work with the City on any of these additional features.

Driver App

Each of our drivers is provided a company iPhone to see ride requests, safely communicate with management and riders, track route progress, and optimize routes. Circuit provides a hands-free setup within each vehicle.

Within the app, the driver sees a map with routes and stops as well as their active requests. Drivers receive notifications of the requested rides within their driver app and can see the request details. Drivers can also log rides that do not originate from the ride request app, such as riders already at the stop or phone dispatched rides.



Dashboard

Data from the ride request app and driver app feed into our management dashboard in real-time and is stored for reference and reporting. This allows our

⁶ <http://www.schallerconsult.com/rideservices/automobility.htm>



management to view real-time and past operations and monitor driver performance. Our reporting system can generate visualized and csv reports of key metrics by selected time period and real time information and performance dashboards can be made available to the project team at the City.

Local teams would have access to this system to regularly monitor operations and driver performance. Our corporate team also has access to the system to generate reports. Regular consolidated data reports will be delivered to the City as needed or according to a regular schedule.

This system allows us to continually improve and hone our operations in a data-driven way. The process saves paper and dedicated storage space for manual reporting, saves and backs up data digitally, makes the data available in a ready to use/analyze format, and enables more accurate measurement of environmental impact and congestion metrics.

Data

Circuit can work with the City for any desired technology integrations, and can provide any necessary performance and data reporting. Monthly data reports are generated and shared monthly with all municipal partners.

Circuit's app is proprietary, giving the team much greater access and ownership of the data than one would find using a white-labeled solution. The data that we are able to gather include, but are not limited to:

App Data

- | | |
|-------------------------------|--|
| • Demographics (gender, age) | • % of trips starting and ending in close proximity to transit |
| • Ridership | • Repeat usage |
| • Average trip length | • % of Pooled Rides |
| • Average trip duration | • % of Ride Requests Completed |
| • Average wait time | |
| • Trip start and end hotspots | |

Survey Data

- Trip purpose
- Mode shifts
- Resident, Guest, Commuter
- Travel Behavior
- Feedback on service and drivers
- Demographics



Heat maps for San Diego CA (left) and New Rochelle NY (right), 2019 & Monthly Data Report Sample

Circuit can work with the City for any desired technology integrations, and can provide any necessary performance and data reporting, including visualized insights.

We are also able to survey riders to collect quantitative information about intention and use cases that may not be visible within the app data. We have a standard survey questionnaire template we use throughout our markets, but we are able to adjust local surveys in partnership with the City to include any further questions.

Riders are able to rate their drivers and leave feedback after each ride. Our app team closely monitors rider and driver feedback and bug reports to continually improve our user experience. Over the past two quarters, we have received an average 4.9 of 5 star rating of our drivers. We can tailor our surveys to align with the City's needs and share anonymized reports.

We use the data we collect to continually improve our services and increase system efficiencies and quality. We analyze this data to make operational improvements - not just for reporting on performance. That ensures continued improvement through real-time changes combined with the operational management structure Circuit puts in place.

Additional Technology Features

Along with the features needed to effectively run the service requested in this RFP, Circuit's app and accompanying technologies offer a variety of additional features that the City can use (if desired):

- **Pooling Algorithm:** As noted above, pooling passengers is the best way to reduce congestion. Circuit built a complex pooling algorithm that efficiently assigns drivers multiple riders, without he/she having to call passengers or juggle multiple phones/tablets. This feature can be turned on and off and



adjusted. For example, due to Covid, we can adjust pooling to limit pooled rides to groups of 2 or less, so each group has their own partitioned rows.

- Fare Based Option - As noted in the revenue section, Circuit also has the ability to turn on fares and dynamically price the operations based on timing, group size and other discounted options.
- Local Marketing and Advertising - Circuit will offer listings for local businesses, regular email marketing communications with local happenings and targeted social campaigns.
- Surveying - Circuit's contact management allows the team to conduct rider and driver surveys to generate qualitative feedback on the service.
- Interactive Data Dashboard - fed directly from Circuit technology database, advanced mapping technology and interactive use of such mapping creates extremely accessible and advanced demand mapping and analysis.



Spatial mapping technology shown with actual Hollywood, FL data. Ability to pinpoint locations and see full trips starting or ending at a specific location or general area.

Accessibility Options

Circuit is happy to accommodate all riders and has developed accessibility features and options to meet the needs of riders with limited mobility and/or disabilities.

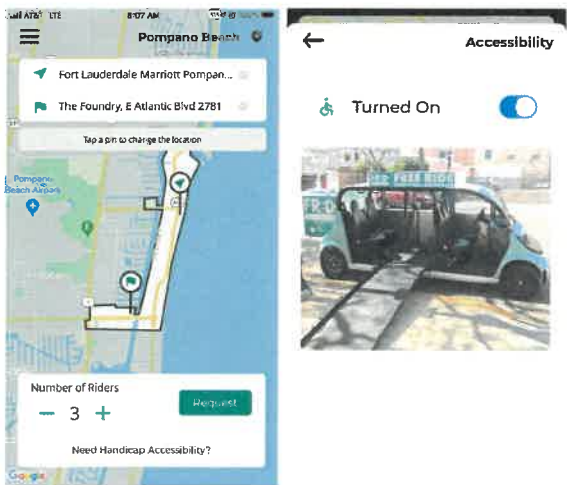
Circuit's drivers, as W-2 employees, are trained to accommodate and assist riders with disabilities or that need additional assistance. Our local teams have also



conducted outreach at senior living communities to educate about our service and how to request a ride.

Circuit's website is ADA accessible. The Circuit website contains a widget that enables eight different functions including: keyboard navigation, cursor size, contrast, bigger text, desaturate, highlight links, legible fonts and read page. The widget will help those with sight loss, with motor control issues, with dyslexia, and with cognitive issues or learning disabilities.

Riders are able to make ADA requests through its ride request app. Circuit will deploy a wheelchair accessible vehicle within its fleet that would be dispatched when ADA services are requested and has experience providing this as part of its service. ADA vehicles can be available on-call and can be stored locally and deployed in a timely fashion when ADA requests are made - either through the app or phone/text. Riders can make these requests in real-time and do not need to reserve in advance.



ADA Accessibility selection within the Circuit mobile application

Marketing Plan

Circuit's experienced in-house marketing team has developed numerous marketing initiatives to drive ridership, public engagement, and publicity for the service. Circuit will work with the City to coordinate a consistent message and ensure promotional materials meet City requirements and expectations. We are happy to work with the City for any unique branding for the service, including inclusion of the City's logos on promotional and marketing materials.



Sun Shuttles in Hollywood, FL with self branding and national advertiser campaign

We will develop a local marketing strategy to raise awareness of the City of Pompano Beach & Circuit partnership using local press, social media, driver/ambassador marketing, digital retargeting and printed assets. We want to intrigue the community, press/media, and potential advertisers. For our past service launches, we have organized a launch event and ribbon cutting. We are happy to do the same while keeping in mind any local requirements and precautions related to COVID 19. We also have a local mailing list in this area that exceeds 10,000 email recipients that we can use to market the service and local businesses to.

Circuit's vehicles will all have branding to make them easily identifiable, including decals on front and rear windshields as well as full vehicle wraps when a vehicle is not wrapped with a third party advertisement, as agreed upon with the City. In other markets, we have co-developed distinctive self-branded exterior wraps with our municipal partners as well as strategies for local small business engagement.

Once launched, the Circuit vehicles / experience will serve as a platform to help generate social media content and help gain recognition from local news outlets for the innovative partnership benefiting the community, and environment.

We measure our marketing success based on a number of factors including content engagement, key actions (shares, website visits, app downloads, ride requests thru app, call or kiosk), business drop-offs, ridership, repeat ridership, and geographic ridership patterns.

Circuit has experience marketing to residents as well as employees and guests in South Florida and Broward County, including nearby in Hollywood and Fort Lauderdale. We run professional campaigns that generate buzz and have found great success in these as well as local outreach efforts. Our service is fun and easy to use, and riders love it and love to share it - generating strong demand, among residents in particular. Before the launch, Circuit will pitch community-driven stories tied to first/last mile commuting, affordable public transit, and sustainable living to: employers, organizations, residents and local publications. We will geo-target



residents who live in Circuit's Pompano Beach coverage areas to get a general buzz going. We will also reach out to Circuit's existing riders. Circuit will continue media outreach and social media ads throughout the initial launch of the campaign to continue momentum and drive wide-spread awareness. Circuit will continue to post about the Pompano Beach service on social media and email. The marketing team will supply the local operating team with printed marketing materials and digital assets to conduct local outreach and educate residents about how to request a ride.

Hyper-local Approach

With 10+ years, 120+ vehicles, 8 states and 20 cities of operations, Circuit brings its national experience and network to the benefit of each City it works with. However, our roots are in South Florida and specifically Broward and Palm Beach counties. Not only our current #1 focus area but have been operating in the area for 9+ years.

What we have also learned is every location is different which has pushed our extreme focus on flexibility and hyper-local focus for service details and adjustments based on the Community feedback and layout.

Optional First/Last Mile Local Delivery Services

As our communities have adapted during the coronavirus pandemic, we have added first / last mile delivery to our possible services where we offer delivery services. For example, in Hollywood FL, we have been working with Feeding South Florida to deliver food and groceries to those in need. We have also worked with local restaurants in the area to deliver orders to area residents and visitors, such as a campaign with Billy's Stone Crab in Hollywood FL.





Recognizing that e-commerce and delivery has become a critical lifeline especially during the pandemic, we would be happy to offer this as a potential service for the same area as the point to point service. Our delivery solution would provide a zero emissions means for last mile delivery for area businesses while creating local jobs and providing a safe and trusted service.

PARK & RIDE Connector Option

We have experience providing employee park and ride solutions. In one of our California locations we have been able to transport 100 employees per day with one dedicated GEM car out of eight total cars in service, making regular loops between an off-site lot and a large mixed use development as well as a dedicated line of communication to our driver for employees of specific businesses. At any time the City determines that they would like to provide a park and ride service for local "shift employees" from the "Pure Residence" lot, the lot on Federal Highway just south of Atlantic Blvd or any other remote lots we propose initially launching with a GEM vehicle operating on a loop at designated times. First, we recommend testing the service with the existing vehicles for Phase 1 proposed above to gauge demand and we will be able to handle it without additional costs. If demand proves to be what is expected, we then also have the chance to see actual results if we need to add additional vehicle hours or not. We believe that if it is decided or proven the market needs and therefore has 4 vehicles already in service, we are confident there will not be a need for any additional vehicles. In short, we can offer an additional vehicle, supplement with existing vehicles and be prepared to offer a larger capacity vehicle as demand dictates.

Cost Description

Circuit's team is prepared to provide an effective, measurable and scalable service for the City. In preparing this, Circuit tried to keep costs as low as possible as a way to show our commitment to the City while also delivering an effective pilot. Circuit's costs are all-inclusive.

Circuit offers a flexible cost/pricing program. Historically, Circuit works with the local stakeholders to determine the ideal number of cars, location and operating hours needed and then charges its clients on a monthly basis. Because Circuit owns and operates its cars and pays all of its W-2 drivers on an hourly basis, the number of cars and number of hours are the biggest variable costs. Typically, more cars and more hours leads to lower costs/car/hr, so as these programs expand, the unit costs will continue to fall. Circuit prides itself on its ability to grow ridership and ability to



maintain a low Cost Per Rider, which is not calculated by how many seats a car has, but how many people actually use it.

Circuit is a proven operator of turn-key, on-demand, shuttle services. From rolling out the service, to marketing it and measuring it, we have proven that we can be effective on all aspects of the project. Circuit's existing services and local user base can significantly reduce marketing costs. The costs are all-in, including but not limited to: w2 employment of drivers, active managers available to dispatch, vehicle and operation/maintenance of all-electric vehicles, insurance, workers compensation, taxes, one wheelchair accessible vehicle, and use of our proprietary technology platform.

These costs do not include potential revenue generation through fare, advertising, or other revenue generating activities, as further detailed below.

Revenues

Circuit is happy to offer revenue generating options at a revenue share with the City as a way to offset costs. Below details our experience with these revenue options as well as estimates for this program.

Advertising - CONFIDENTIAL

Circuit has historically had great success in selling advertising on our vehicles, and we have an in-house advertising team with strong relationships with national brands. Circuit is able to offer an advertising and sponsorship model at no additional cost to the City with the potential for revenue share to help offset operational costs. We have seen advertising decrease the cost of Municipal Services by upwards of 10-25% through our revenue share model. Our team regularly receives requests for advertising campaigns in Broward County.

Based on our current pipeline of advertising customers, historical success in South Florida and accounting for potential vacancies, **Circuit estimates \$76,050 in advertising revenue for the 3 car services.** This is based on projected local rates of \$3000/car/4-weeks, with a 35% vacancy rate. Circuit has received rates over \$9000/car/4-weeks in this market from larger sponsors during peak times. Circuit will provide a revenue share based on advertising revenue received and can be offered in the form of credits to monthly invoices, cash paid back directly to the City or additional vehicle hours added to service beyond what is contracted. As mentioned above, Circuit is guaranteeing \$10,000 per vehicle in advertising revenue and has taken 100% off the proposed cost of the program in confidence of sales



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performance.

Circuit has generated significant advertising revenue from national and local brands looking for Outdoor/OOH and/or experiential, community marketing programs. These advertising revenues have helped in offsetting operational cost as well as offering an engaging and innovative platform for local businesses to promote themselves. Over the past four years, Circuit has generated over \$14 million in advertising commitments.

Advertising options include exterior vehicle wraps, interior digital displays, email and social campaigns, and product sampling. Initially built as an ad-supported service,

Circuit has executed media campaigns with some of the world's largest brands. For example, media partners have included JetBlue, Corona, Pepsi, L'oreal, Alex & Ani and Boatsetter and campaigns during major events such as the Fort Lauderdale International Boat Show, PGA tours, and the Super Bowl.

Circuit's in-house ad-sales team has 45+ years of combined experience designing, planning, selling and executing transit media campaigns. The team receives regular in-bound requests from advertisers targeting Florida downtown and coastal communities. This advertising program can also help to promote local businesses. We have seen several breweries, restaurants, rental and business services, events, and cultural institutions make use of this innovative marketing channel.



Local and national businesses advertising on Circuit Vehicles

We see this as a way to reduce costs and provide a fun and engaging experience for the riders, thus helping to encourage ridership. We have found that brand sponsors improve the rider experience, and the methods Circuit uses to advertise on behalf of its advertisers can also be used to market its services to future riders.

Circuit has found that our parameters around appropriate ads align well with those of our partners, and the City of Pompano Beach would have final say on what advertisements are allowed and what would not be permitted. Any advertiser and



specific content would be submitted for approval by the City of Pompano Beach.

Optional Low Fare Model - CONFIDENTIAL

Circuit understands the City's desire to offer a fare-free service to residents, visitors, and commuters in the area. As desired we are proposing that the service be fare-free and would ensure that drivers comply with the rules outlined in this RFP about requesting a fare. Circuit's team has historically delivered its services at \$0 cost to the rider. This has been a good way to promote utilization, maximize environmental and local economic benefits, and keep the Cost Per Rider low (Cost Per Rider = [Total Program Cost - Revenue] / Total Number of Riders).

Historically, Circuit has worked with Cities, Public and Private partners to craft transportation services at zero cost to the rider. Given the cost savings associated with the electric cars, and the high-frequency of short trips, Circuit has run subsidized services that boil down to approximately \$3-5 Cost Per Rider (on the electric shuttles with an ad model in place).

A fare-free service will be a great way to start and market the program, drive ridership and promote local connections and attractions. In past rider surveys, Circuit has found that the #1 reason that people prefer our services is because "it's free." Riders should be rewarded and encouraged to "do the right thing" by using shared, sustainable transit. Many cities have seen great success in offering free transit options⁷ and many more are exploring it.

We have provided over 3 Million free rides and firmly believe in micro-transit being free and electric. However from experience an option is there for fares, even if \$1, for two purposes: control demand so the system is providing more rides for those who realize the value and need to spend the \$ and second, to reduce the net cost of the program and/or be able to provide more service through another funding mechanism.

If the City does decide to charge a fare at some point, we do have the ability to charge a fare through our ride request app and have experience with low-fare models. Our proven and proprietary fare-based ride request system can be customized per rider and per ride. We can provide "promo codes" for free riders for any reason. For example, we can work with local businesses to provide a specific and customized promo code to their customers in return for their patronage. We can also implement a dynamic pricing model designed to promote more people riding together and including a Fare-Cap for grouped rides. This and Circuit's pooling algorithm will increase Riders/Ride and Riders/Car/Service hour in a fare-based

⁷ <https://www.fastcompany.com/40500403/should-public-transit-be-free>



system. We would work with the City to determine the appropriate fare levels and any discount fare options.

Additional Optional Costs - CONFIDENTIAL

Circuit’s services are flexible, and we are happy to work with the City for any service modifications. Below we include the costs for service modifications such as additional operating hours, additional vehicles or a larger vehicle for the park and ride lots if deemed necessary, and additional ADA vehicles.

Additional Options			
Vehicle	Days	AVG Daily Hours	Cost/Hour
GEM Vehicle	7	12	\$21.16
	7	14	\$20.03
	5	10	\$27.39
100% Electric Shuttle Van	7	12	\$30.26
	7	14	\$28.26
	5	10	\$38.41

Circuit offers a turnkey service with all-in pricing, which includes vehicles, staffing, insurance, technology, management, maintenance, data reports, marketing and grant writing support..

The only additional fees or costs not included in the price template would be any special services that take place outside of the regular service hours, such as events, in which case a prorated hourly rate of \$18.50 would be charged.

Phase 2 Component

Circuit is interested and beyond capable of delivering a future Phase 2 component utilizing larger capacity, all-electric vans with an optional ADA position.

Understanding the desire to connect the following from west to east along Atlantic Boulevard: The Isle Casino - planned Innovation District - Old Town - across Atlantic Blvd to the City Cultural Center. This component could offer additional stops east of US1 and to a barrier island “mobility hub” at the Pier garage. Circuit would work with the City to identify useful locations and could integrate as fixed route or fixed stop locations via our app.





At initial launch we would recommend 2 electric vans with seating capacity ranges from 9-15 passengers. This was derived from our service modeling where the result would provide constant and consistent service with 15 - 20 minute headways. Pricing would vary based on desired seating and ADA configuration. Hours and days of service to be determined.

We would work closely with the City to incorporate the Phase 1 experience, resources, and team to successfully plan and roll out an expanded Phase 2 program.

All-Electric Vehicle - Passenger Van

Larger-capacity electric vans such as the Lightning Systems Lightning Electric Zero-Emission, Ford Transit Passenger Van with electric drivetrain⁸. These all-electric vehicles are available with warranty and ADA accessibility features.



⁸ <https://lightningsystems.com/lightningelectric-ford-transit-shuttle/>



These vans can accommodate up to 14 passengers in addition to the driver. Circuit can also implement advanced health and safety measures in line with City, County and State guidelines for post-pandemic recovery, such as limiting maximum occupancy to facilitate social distancing, installing physical barriers between rows, requiring passengers and drivers to wear masks, providing PPE such as masks to drivers as part of their uniform, and implementing an advanced cleaning routine utilizing approved cleaning products. Given new updates to battery technologies our team is confident that we can provide the service with 100% electric vans.

This all-electric option reduces maintenance and fuels costs compared to an internal combustion engine vehicle and will help reduce GHG and tailpipe emissions.

Schedule to become operational

We have a proven and agile process for planning and rolling out our programs, which helps us to be efficient, to forecast needs, to time phases and tasks, to adapt design to local conditions, and to scale smartly. This reduces time to deployment and the delays caused by missing items or mistimed tasks. Our team combines transportation, business, legal, and economic development experience with the local knowledge of our operational to plan an effective and replicable pilot.

Overview

Our typical schedule to become operational is roughly 90 - 100 days from date of contract. However, considering our longtime presence in the area and therefore infrastructure in place we are able to mitigate any timeline "risks" and speed up the process. We have been in the area for 10 years and have all insurance, vehicles, staff, permits, etc. in place. We have already spent time speaking with and surveying local businesses in the area and built out a full City of Pompano Beach location in our mobile application (as seen above), although we will still follow our proven work plan we are able to project being ready to launch by January 15, 2021. That is with making some selection and contracting assumptions as well as contingent on the decision to launch early or soft launch if the City is on board with the idea.

Selection Process Complete: **TBD**

Scope & Planning: Complete by **November 1**

- Work with City and Stakeholders to determine service details and more
- Contracting work and dedicated legal resources
- Gantt Chart created, adapted and finalized with team



- Vehicles, storage, charging and infrastructure planning
- Service branding conversations and mockups

Contracting Processing Complete: December 1 (Assumed)

- Circuit's in-house counsel will work to expedite the contracting process and work closely with the city for a timely execution.

Systems & Processes: Complete by December 1

- Staffing Plan
- App service location feedback and adjustments
- Internal systems and networks for hiring, scheduling, fleet management, payroll, personnel files, HRIT systems expanded to Pompano Beach location
- Initial Marketing Plan
- Operations Manager search

Execution: Complete by January 1

- Operations Manager Hiring & Onboarding
- Driver Ambassador Hiring & Training
- Customer Service Documentation & Training
- Vehicle Wrap & Customization
- Marketing Plan - details

Soft Launch to Official Launch: Complete by January 15 - February 1 (depending on City decision for early soft launch)

- National, Regional and Local management on-site in Pompano Beach for continued training, oversight, PR events and Community outreach
- Press outreach and continuation of the marketing plan

Launch Analysis: Complete by February 15

- On the ground user and stakeholder feedback analysis
- Data analysis
- Operational, staff schedule and service adjustments
- Local business continued outreach and free, local marketing offerings in the car, on our in-vehicle screens and on the mobile app
- National PR outreach and advertising sales push - use existing network and National operations to bring City of Pompano Beach into the conversations

Detailed Schedule

Schedule To Become Operational
Ongoing Project Management



Process	Description	Team	Timing	Category
Regular Meetings - City	Circuit will convene regular meetings with City project staff to plan and coordinate project details	Circuit, City	Monthly and/or Quarterly	Communication
Regular Meetings - Stakeholders	Circuit will identify local stakeholders (i.e. Beachhouse, Oceanic or Lucky Fish owners & managers, residents, etc.) and convene regular meetings for planning and ongoing communication.	Circuit, Stakeholders	Monthly or Quarterly	Communication
Monthly Data Reporting	Circuit will provide detailed monthly data reports in PDF form as well as interactive data dashboard	Circuit, City	Monthly, Quarterly & Annual	Reporting

Phase 1- Scope and Planning

Process	Description	Team	Timing	Category
Plan of Action and Contract	Circuit will work with the City to finalize the scope of services and hours of service.	Procurement , Legal	Timeline begins at contract execution	Communication
Operational Game Plan	Circuit's operations team will finalize a final work plan and prepare a Gantt Chart of required actions	COO	Wk 1	Operations
Fare Structures (if applicable)	Circuit will coordinate with the City project team to determine fare structures.	Circuit, City	Wk 1 -2	Communication
Prep Vehicles	Circuit will ensure brand new vehicles are identified and prepped for us	Fleet	Wk 1	Operations
Storage & Charging Facility	Circuit will research local facilities near the service route to store and charge the vehicles and space for a local base of operations to set up the Office of the General Manager	Fleet	Wk 1 -2	Operations
Service Branding	Circuit will coordinate with the City project team to determine branding decisions about the service. City will provide to Circuit any branding collateral to be used for service.	Marketing	Wk 1 - 2	Marketing

Phase 2- System & Processes

Process	Description	Team	Timing	Category
Staffing Plan & Schedule	Circuit will prepare a finalized Staffing Plan	Operations, Personnel	Wk 2	Operations



Application	Circuit will coordinate final app build and adjustments	Technology	Wk 2	Mobile Application
Location & Personnel Files - Company Server	Circuit will set up internal files and structure to prepare for new service and personnel	Internal Development	Wk 2	Operations
Marketing Plan	Circuit will develop a marketing strategy and plan in coordination with City marketing team and efforts	Marketing	Wk 2 -3	Communication
Manager Search	Circuit will begin search for local General Manager	Operations, Personnel	Wk 3 -5	Operations
Vehicles	Circuit will track vehicle status updates and plan for vehicle delivery to market and setup	Fleet	Wk 4 - 5	Operations
Insurance	Circuit will provide the City with any and all documents needed for insurance.	COO	Wk 4	Operations, Communication
Driver Uniforms	Circuit will confirm uniforms with City and order.	Operations	Wk 4 - 5	Communication

Phase 3 - Execution

Process	Description	Team	Timing	Category
Secure Storage & Charging	Circuit will secure necessary local facilities near the service route to store and charge the vehicles	Fleet	Wk 4 - 6	Operations
Hiring General Manager	Circuit will hire and train a local General Manager to be based in Pompano Beach. Jason Bagley and Regional Manager will coordinate transition and oversee the local General Manager.	Operations, Personnel	Wk 5 - 6	Operations
Hiring Local Team	Circuit will hire a local team and conduct necessary background checks and drug & alcohol testing, including shift supervisors, maintenance manager, driver ambassadors, dispatchers, and customer service personnel.	National & Regional Operations Team, GM	Wk 6 - 7	Operations
Vehicle Setup	Circuit will prepare and setup vehicles for service, including local advertising platforms, etc.	Fleet	Wk 7	Operations
Branding Vehicles	Circuit will have vehicles wrapped with default branding for City service	Fleet	Wk 7 - 8	Operations
Office & Infrastructure	Circuit will set up office and vehicle storage/charging space, including	GM, Region	Wk 7 - 8	Operations



Setup	installing any required infrastructure.			
Device Setup	Circuit will obtain and setup sufficient mobile devices for driver communication and vehicle tracking.	GM, Region	Wk 8 - 9	Operations, Communication
Training Drivers for Launch	Circuit will work to train drivers ahead of service launch. Drivers will be provided informational training tools, classroom training, in-vehicle training as well as a Driver Manual.	GM, Region	Wk 10 - 11	Operations
Schedule Wkly Management Calls	Circuit will coordinate regular calls with the local General Manager and Circuit's regional and national operations teams	GM, Region	Wk 10	Communication, Operation
Schedule Monthly Driver Info Sessions	Circuit will coordinate monthly Driver info sessions for ongoing training purposes	COO, GM, Region	Wk 10	Communication, Operation
Customer Service Database Setup	Circuit will set up Customer Service Database for operational and technology questions, feedback, concerns	Technology Team	Wk 10 - 11	Communication, Reporting

Phase 4 - Launch

Process	Description	Team	Timing	Category
National Management On-Job Training	Circuit will conduct ride-alongs and continued training with staff to ensure effectiveness and efficiency of service	COO & Others	Wk 10 - 12	Operations
All-Hands Group Welcome & Training	Circuit National and Regional team welcomes local team and conducts group training sessions	COO & Others	Wk 10	Operations
Individual Training	Circuit conducts individual training sessions with local staff	GM, Region	Wk 10 - 12	Operations
Press Outreach & Sales (Round 1)	Circuit will work with City to announce the launch of service to the community, including potential ribbon cutting event, press releases, and promotions	Marketing	Wk 11 - 12	Communication
Opening Day	Circuit will launch program on designated launch date	Circuit, City	Wk 11 - 12, tbd	Operations

Phase 5 - Launch Monitoring

Process	Description	Team	Timing	Category
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Press Outreach (Round 2)	Circuit will continue to market the service and conduct a second round of press outreach, in coordination with City marketing team and efforts	Marketing	Wk 13 - 14	Communication
Local Business "Road Show"	Circuit will conduct outreach to local businesses along the route to advertise to their customers/employees about the service, including leave-behinds and flyers	Marketing	Wk 13 - 14	Communication
Launch Data & Analysis	Circuit will study developing ridership trends and analyze initial performance and rider and community feedback.	COO & GM, Region	Wk 14 - 16	Reporting
Data Report Setup & Updates	Circuit will set up data, maintenance, customer feedback and other required reports and begin reporting to the City at required intervals.	GM, Region	Wk 16	Reporting
Review & Adjustment Board	Circuit will coordinate with City project team to review initial program and make any necessary adjustments	Circuit, City	Wk 16	Communication, Reporting, Operations

Q1 Review

Process	Description	Team	Timing	Category
Ongoing Training - Staff & Managers	Circuit will conduct ongoing training of drivers and public facing staff	GM, Supervisors, Region	Wk 24	Operations
Staff Performance Reviews	Circuit will conduct performance reviews of all local staff.	COO, Region, GM	Wk 24	Operations
Manager & Supervisor Reviews	Circuit will conduct performance reviews of all local managers and supervisors	COO, Region, GM	Wk 24	Operations
Adjustment Report & Analysis	Circuit will provide regular reports to City and collaborate with City to adjust service based off data trends, passenger feedbacks and stakeholders requests	Circuit, City	Wk 24	Reporting, Communication

Q2 Review

Process	Description	Team	Timing	Category
Ongoing Training - Staff & Managers	Circuit will conduct ongoing training of drivers and public facing staff	GM, Supervisors, Region	Wk 36	Operations
Staff Performance	Circuit will conduct performance reviews of all local staff.	COO, Region, GM	Wk 36	Operations



Reviews				
Manager & Supervisor Reviews	Circuit will conduct performance reviews of all local managers and supervisors	COO, Region, GM	Wk 36	Operations
Adjustment Report & Analysis	Circuit will provide regular reports to City and collaborate with City to adjust service based off data trends, passenger feedbacks and stakeholders requests	Circuit, City	Wk 36	Reporting, Communication
Q3 Review				
Process	Description	Team	Timing	Category
Ongoing Training - Staff & Managers	Circuit will conduct ongoing training of drivers and public facing staff	GM, Supervisors, Region	Wk 48	Operations
Staff Performance Reviews	Circuit will conduct performance reviews of all local staff.	COO, Region, GM	Wk 48	Operations
Manager & Supervisor Reviews	Circuit will conduct performance reviews of all local managers and supervisors	COO, Region, GM	Wk 48	Operations
Adjustment Report & Analysis	Circuit will provide regular reports to City and collaborate with City to adjust service based off data trends, passenger feedbacks and stakeholders requests	Circuit, City	Wk 48	Reporting, Communication
Q4 Review				
Process	Description	Team	Timing	Category
Service Extension	Circuit will work with the City project team for any service extensions or expansions beyond the initial 1 year of service	Circuit, City	Wk 56 - 58	Communication
Ongoing Training - Staff & Managers	Circuit will conduct ongoing training of drivers and public facing staff	GM, Supervisors, Region	Wk 60	Operations
Staff Performance Reviews	Circuit will conduct performance reviews of all local staff.	COO, Region, GM	Wk 60	Operations
Manager & Supervisor Reviews	Circuit will conduct performance reviews of all local managers and supervisors	COO, Region, GM	Wk 60	Operations
Adjustment Report & Analysis	Circuit will provide regular reports to City and collaborate with City to adjust service based off data trends, passenger	Circuit, City	Wk 60	Reporting, Communication

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	feedbacks and stakeholders requests			
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References - CONFIDENTIAL

Circuit References	
Client & Address	Description of Program
Client: City of Hollywood 2600 Hollywood Blvd., Rm 303 Hollywood, FL 33020-4807 Contact: Paul Bassar Procurement & Contract Compliance Director 954-921-3628 PBASSAR@hollywoodfl.org	Type of Service: on-demand microtransit services Contract Term: May 2019 - present Nature of Services: In 2018, Circuit was selected for this project through competitive RFP and began operating in May 2019. The coverage area includes Downtown Hollywood and Hollywood Beach and consistently experiences high demand. This program began as a self-branded service and has recently opened for third party advertising. Nature & Type of Vehicles: all-electric Polaris GEM e6 Revenues Generated to Offset Operating Cost: \$58,398 Total Advertising Revenue in first 6 months where advertising was allowed, 50% revenue share with City = \$29,199 credit. The 1st year of contract always has lowest advertising revenue and takes time to build momentum and ongoing sales. (Self-branded service in 2019, third party advertising in 2020) Net Annual Payments Due by Client, 2019: \$808,045 total paid for 2019 - 2020 annual contract with Advertising Credits and discounts for reduced service during COVID \$419,075 total paid for 2019 (service started May 1, 2019)
Client: City of San Diego Economic Development Department 1200 Third Ave., 14th Floor San Diego, CA 92101 Contact: Ben Verdugo Community Parking District Manager	Type of Service: on-demand microtransit services Contract Term: August 2016 - June 30, 2021 (4x 5 year renewals) Nature of Services: In 2016, Circuit won a contract with Civic San Diego to launch the Free Ride Everywhere Downtown (FRED) San Diego circulator program. Ridership has grown steadily, and the service remains a huge success. In 2017, Civic approved the continuation of the program for its 5 year



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619-533-7119 BVerdugo@sandiego.gov	contract, which moved under the jurisdiction of the City of San Diego in 2019. Nature & Type of Vehicles: all-electric Polaris GEM e6 Revenues Generated to Offset Operating Cost, 2019: \$331,803.56 in Advertising Revenue (no fares to rider) Net Annual Payments Due by Client, 2019: \$1,200,000 Based on extremely high demand the City wants more vehicles so advertising revenue is used to add service through additional vehicles and not revenue share with City. This effectively achieves a \$1,531,803 service where the City pays \$1,200,000 of that total service.
Client: City of New Rochelle 515 North Avenue New Rochelle, NY 10801 Contact: Kevin Kain Director of Planning & Sustainability 941-654-2191 kkain@newrochelleny.com	Type of Service: on-demand microtransit services Contract Term: August 2019 - present Nature of Services: Circuit began a pilot program with the City of New Rochelle. Circuit recently won a competitive RFP to extend this program. The service is specifically designed to promote the downtown area, connect to local transit hubs, and align with the New Rochelle Metro North train schedule. Nature & Type of Vehicles: all-electric Polaris GEM e6 Revenues Generated to Offset Operating Cost, 2019: (Self-branded service in 2019, third party advertising in 2020) Net Annual Payments Due by Client, 2019: \$328,298 total annual 2019 - 2020 year \$138,658 total paid for 2019

Other Similar Partner Programs - CONFIDENTIAL

Client Name & Address	Contact (Name, Title, #)	Term	Description
The Gardens Mall 3101 PGA Blvd Palm Beach Gardens, FL 33410	Whitney Pettis Director, Marketing & Merchant Relations 561-622-2215	2018 - Present	Dedicated shuttles serving patrons of The Gardens Mall to ease parking demands and bring guests to and from the center from the surrounding neighborhoods and





CONFIDENTIAL

			hotels.
City of Long Beach City Hall Office 411 West Ocean Blvd. 11th Floor Long Beach, CA 90802	Jeannine Pearce Councilmember, District 2 562-570-2222	Piloted April - June 2018	Circuit operated a pilot program for a Downtown Long Beach On-demand Microtransit Service designed to help with circulation during the busy Grand Prix and Pride Festivities.
Marina del Rey Convention and Visitors Bureau 4701 Admiralty Way Marina del Rey, CA 90292	Kat Jacobs Marketing Communications Professional 310-306-9900 x101	2016 - Present	Circuit operates a year-round shuttle service connecting the marina, nearby Venice Beach, and business district for visitors, residents, and employees, with peak service for summer.
Los Angeles County, Department of Beaches & Harbors 13837 Fiji Way Marina del Rey, CA 90292	Carol Baker Community & Marketing Services Division Chief 424-526-7871	2016 - Present	This department has supported our Marina del Rey / Venice Beach year-round on-demand shuttle service for its work in improving coastal and marina access.
Palm Beach County Convention Center 650 Okeechobee Blvd West Palm Beach, FL 33401	Ashley Medeiros Senior Manager, Destination Services at Discover The Palm Beaches 561-233-3056	2015 - Present	Circuit works with Discover the Palm Beaches on marketing and convention event services. In 2018, Circuit was nominated Vendor of the Year for its services. Ashley Medeiros of Palm Beach County Convention Center said: <i>"(Circuit) is a wonderful option for transportation and the entire team truly cares about creating unique experiences for passengers."</i>
Santa Monica Travel & Tourism 2427 Main Street Santa Monica, CA 90405	Misti Kerns CEO 310-319-6263	2014 - Present	Circuit's service here focuses on serving partner hotels to reduce the need for personal vehicles, improve circulation and cut demand for parking. This contract has been extended 3 times due to its success.



CONFIDENTIAL

Other Programs - CONFIDENTIAL

We have operated ad-supported services in these locations in the last 3 years, for which there was not a City Partner contract for service:

Southampton, NY (Southampton Village) East Hampton, NY (East Hampton Village & Montauk) Brooklyn, NY (Williamsburg) Asbury Park, NJ Fort Lauderdale, FL Galt, FL (pilot near Fort Lauderdale) Miami, FL	Austin, TX Houston, TX Dallas, TX Boston, MA Denver, CO Chicago, IL Newport Beach, CA (Newport Center)
--	--

Circuit has a vast network of brand sponsors and has run over 300 campaigns in the past 5 years. The team’s contacts are in a variety of industries including but not limited to fashion, retail, beverages, tech, entertainment, beer, CPG products, local businesses, and large local employers. Examples include: Vita Coco, JetBlue, Corona, Vitamin Water, Kate Spade, Ralph Lauren, HBO, Coca Cola, Doritos, Runa, Honest Tea, Alex & Ani, L’Oreal, Sanuk, Burger King, T-Mobile, AT&T, and Coors.



National and local advertiser sponsored cars operating in South Florida

Local Businesses

Circuit does not intend to use Subcontractors for this program. Circuit would be willing to work with local and Minority and Women-Owned Business Enterprises (MWBE) for services such as printing, maintenance, tires and parts, and others. While our team is more than capable of handling all aspects of this RFP, we’re also willing to work with others if the City determines it would like us to do so.





Litigation

Circuit has not been involved in any litigation within the past five years.

Impact of Covid-19

As with most, Covid has had a significant impact on our business. In mid- March we suspended service in 8 markets, however kept operational in all City Partnered locations as deemed necessary to connect people to essential services. We adjusted app ride requests requiring they originate or end at an "essential service" - grocery store, pharmacy, doctors office, etc. All advertising supported locations have since re-opened and ridership has been steadily climbing back to pre-pandemic levels.

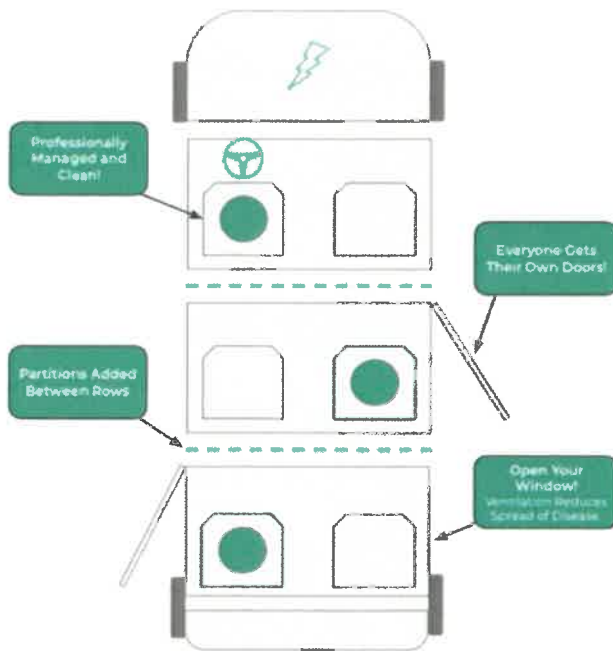
There has since been an increased attention to the service Circuit offers as ridership for mass transit and rideshare services with independent contractors has dwindled. There is increased demand for smaller, lower capacity transit services that are easier to perform regular sanitizing between riders and options to keep groups separated.

Circuit has incorporated advanced cleaning and safety measures in line with best practices under the current pandemic crisis, including additional training for drivers and operational staff. These measures have included regular cleaning of vehicles, masks required for riders and drivers, turning off the app pooling feature, reducing vehicle passenger capacity, and fitting and adding physical plastic partitions between passenger seating rows and between passengers and the driver. We have incorporated in-app and email/social media messaging to notify passengers of changes. Our operations team has begun piloting advanced cleaning through ultraviolet technology in partnership with UV technology startup Dimer⁹.

We have worked closely with our City Partners to coordinate any service changes and have implemented advanced safety measures. We added rider messaging to remind riders of requirements to use the service and note local service changes, such as reducing capacity to 2 riders per vehicle and requiring masks. We have also adjusted to help deliver food in partnership with food banks, restaurants, and grocery stores and also to transport visiting nurses between their hotel and hospital.

We have also implemented rigorous safety measures to keep our drivers and the community safe. In Hollywood we instituted mandatory COVID-19 testing for drivers as well as temperature checks with an infrared thermometer prior to each shift.

⁹ <https://www.ridecircuit.com/circuit-and-dimer>



We have closely coordinated our efforts with our City partners. Rider feedback during this time has shown that our operations continue to be a safe and trusted resource:

"Driver is very friendly and knowledgeable! Great service, glad it is here to help us health care workers right now!" -- New Rochelle NY Rider

"CLEAN, safe ride with friendly driver!" -- Hollywood FL Rider

"We appreciate your service during this time. Thank you!" -- San Diego CA Rider

"Thank you and Hollywood for making it possible for our vulnerable Seniors to remain safe and healthy" - Memorial Senior and Family Services



Mutual Aid

In response to the COVID-19 outbreak, Circuit has adapted to provide mutual aid to the Hollywood community. Beginning in April 2020, Circuit partnered with Feeding South Florida, who have been supplying to local food banks. The three food banks involved are Liberia Economic and Social Development Inc., Community Enhancement Collaboration, and Cruciform Church. These organizations assemble boxes of donated food to be distributed and our drivers pick up the boxes and deliver them directly to the homes of the most vulnerable who don't have access to transportation. The Hollywood drivers have made 1,092 deliveries to those in the community who are at risk.

Additionally, Circuit has been helping to move essential workers in San Diego and has volunteered its services to help shuttle visiting healthcare workers in New Rochelle, NY, an area severely impacted by the pandemic. 511 NY Rideshare called the program "Heroes Helping Heroes". ⁶

Attachments

Case Studies

Case Studies for Circuit programs continue on the following pages:





Hollywood, FL - Hollywood Sun Shuttle



Circuit Hollywood "Sun Shuttle Exceeds Expectations" - Hollywood Gazette 2019

HOW THE SERVICE WORKS

100% Electric, 100% Free Rides can be requested to and from anywhere within the coverage zone on-demand, or by simply waving down a driver.

HOURS OF OPERATION

Mon - Thurs	10 am - 9 pm
Friday	10 am - 10 pm
Saturday	10 am - 10 pm
Sunday	10 am - 9 pm



On-demand,
without causing
more traffic



W2 employment,
local job creation



Reliable and
adjustable
electric fleet



www.ridecircuit.com
info@ridecircuit.com

Download the Ride Circuit App

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Last Mile, People First
Hollywood, Florida

HOW IT'S GOING

- 13000+ Riders/Month
- 0 Gallons of Gas
- 18+ Jobs Created
- 100% Demand during busy times
- Annual Contract Renewed June 2020



Here's what 172 of our past riders had to say:

Resolving Parking Issues

44% of respondents use Circuit to **avoid looking for parking**

Making Connections

36% of riders use Circuit to connect from the beach to downtown

Reducing Car Usage

42% of riders use Circuit to **avoid driving their personal vehicle** a short distance

Locals Ride Circuit

Over **71.5% of Circuit riders live in Hollywood** or Broward County

First Electric Ride

78% of riders had their first experience in a fully electric car with Circuit

In High Demand

93% of riders would like to see **more Circuit cars** added to Hollywood

Top 3 Things Riders Love



It's an easy way to move short distances



100% Electric and eco-friendly



All rides are free



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ridecircuit.com

City of Pompano Beach RFP P-29-20 for Micro-Transit Transportation Services
CIRCUIT TRANSIT INC.

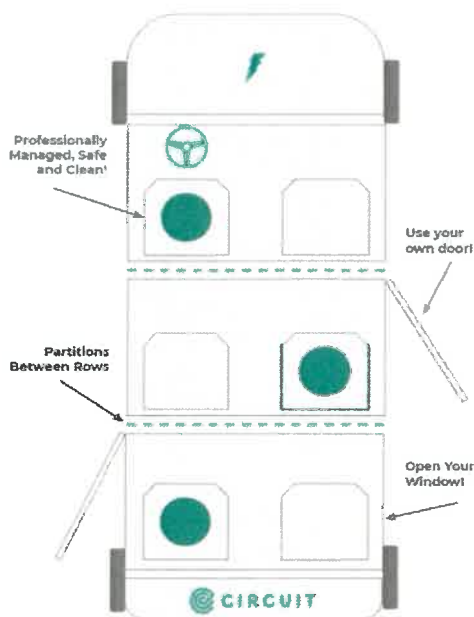




Last Mile, People First
Hollywood, FL

Adapting for Covid-19 Pandemic

Circuit's flexibility has been invaluable during the Covid-19 Pandemic. The team has worked hard to help the community and adapt to the changing items



Safety & Community First

- W2 Drivers in PPE
- Safety and cleaning procedures in place
- Reduced riders per ride and rides to social events
- Vehicle modifications to help with ventilation and encourage separation.

Circuit also helped with food deliveries and essential needs, including at-home food deliveries for Feeding South Florida!

ABOUT CIRCUIT

Circuit's ultimate goal is to reduce congestion and its harmful effects on the environment and our quality of life. We do this by getting people out of their cars for short trips, encouraging visitors to park once, and by making connections to existing mass transit hubs.

We work with innovative cities and forward-thinking advertising partners to provide last-mile, electric shuttle services that make mobility easier, smarter, more affordable, and fun. Since starting, we've has given over 3 million rides without burning an ounce of gas.

FAST COMPANY

12-23-19 | WORLD CHANGING IDEAS

How this electric vehicle ride-share company won the trust of cities without 'disrupting' them

Circuit's fleet of 140 electric cars across the U.S. caters to commuters and mall shoppers while employing 150 full-time workers and part-time riders.

Sales / Advertising Inquiries: sales@ridecircuit.com
General Inquiries: info@ridecircuit.com

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City of Pompano Beach RFP P-29-20 for Micro-Transit Transportation Services
CIRCUIT TRANSIT INC.





San Diego, CA - Free Ride Everywhere Downtown



Last Mile, People First
FRED San Diego

Case Study 2019



In 2016, the City of San Diego partnered with Circuit to solve a downtown mobility problem. The solution they created solves more than that.

THE CHALLENGE

- Enhance downtown mobility options
- Reduce demand for parking
- Promote Economic Development
- Reduce GHG Emissions

THE SOLUTION

- ✓ Free local shuttles
- ✓ Ride request application
- ✓ Geofenced downtown zone
- ✓ 100% Electric Fleet

THE RESULTS





Last Mile, People First
FRED San Diego

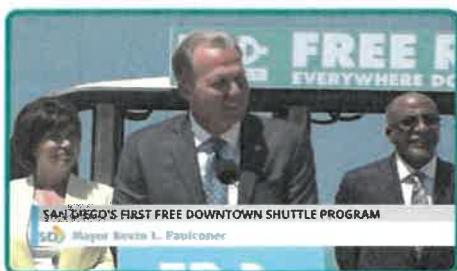
Case Study

BACKGROUND



Getting around downtown San Diego was difficult. A few years ago the city of San Diego, the Downtown Partnership (DSDP) and Civic San Diego (Civic) commissioned the Downtown Circulator Shuttle Strategic Implementation Plan to **“enhance the growth and development of Downtown, help reduce the demand for parking, and provide more choices for travel within Downtown.”** They studied a number of options; weighing costs, potential ridership and environmental impact.

After a competitive RFP process, Civic selected Circuit to operate a downtown circulator program. What Circuit offered was different but proven, offered an all-electric fleet with an ADA accessible option, a revenue share from third party advertising, and fare-free rides. Beginning in 2016, Circuit began serving San Diego under the name FRED. Since then, the service has expanded, provided over 600k rides, created jobs, won awards, and has improved the quality of life for the residents, workers and visitors of the area.



Mayor Faulconer at the FRED Ribbon cutting



FRED San Diego on CBS Smart Cities Story

ABOUT CIRCUIT

Circuit's ultimate goal is to reduce congestion and its harmful effects on the environment and our quality of life. We do this by getting people out of their cars for short trips, encouraging visitors to park once, and by making connections to existing mass transit hubs. We work with innovative communities and forward-thinking advertising partners to provide fare-free electric shuttle services that make mobility easier, smarter, more affordable, and fun.

Circuit (formerly known as The Free Ride) offers on-demand rides around busy downtown areas across the US using a fleet of all-electric shuttles and a custom ride request app. The service aggregates riders, creates local jobs and connects brands with people in a beneficial way. Since starting, Circuit has given over 3 million rides, worked with Urban-X and CivStart accelerators, won numerous awards, and been applauded by the press.

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ridecircuit.com



Last Mile, People First FRED San Diego

Case Study

HOW THE SERVICE WORKS

Circuit hired local management and drivers/ambassadors. The staff is trained in operations, customer service and maintenance. Circuit currently employs 35+ local w2 employees making living wages, including veterans.

Circuit owns, insures, and operates a fleet of all-electric Polaris GEM e6 vehicles, manufactured in the US.

Rides can be requested to and from anywhere within the coverage zone by the Ride Circuit app or by simply waving down a driver.

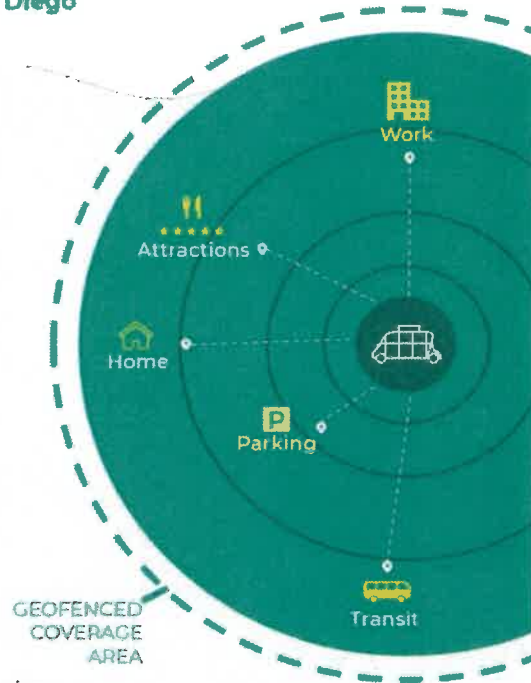
HOURS OF OPERATION

Mon - Thurs	7 am - 9 pm
Friday	7 am - 12 am
Saturday	8 am - 12 am
Sunday	9 am - 9 pm



FEATURES

Ride Request App | Pooling Functionality | Point-to-Point Service
All-Electric Fleet | Downtown Coverage Area | ADA Request Options



HOW IT'S GOING

- 250k+ riders/year
- 0 Gallons of Gas
- 35+ Jobs Created
- 110.5 Metric Tons CO2 Emissions Reduced on average per year
- 100% Demand during busy times
- City Opted to Expand Program

22% Increase in Riders 2018-19

Cost per Rider < \$4.30

FAST COMPANY

12-23-19 | WORLD CHANGING IDEAS

How this electric vehicle ride-share company won the trust of cities without 'disrupting' them

Circuit's fleet of 140 electric cars across the U.S. caters to commuters and mall-goers while employing 150 full-time workers-and getting paid by cities.

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ridecircuit.com



Last Mile, People First
FRED San Diego

Case Study

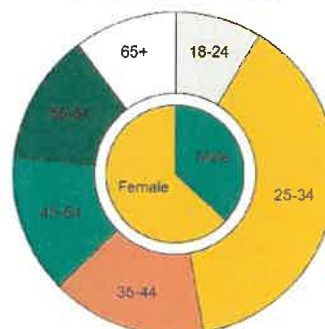
WHAT THE RIDERS ARE SAYING

SURVEY RESULTS:

- ★ Over 75% of riders live or work downtown
- ★ **93% think Downtown is better off because of FRED**
- ★ Nearly 1 in 3 report using FRED to connect to public transit
- ★ Over 75% use FRED/Circuit in lieu of their personal vehicle
- ★ 4.9 average in-app rating of their ride (scale of 1 - 5)



WHO'S RIDING?



FEEDBACK:

"It's convenient and fun to take the bus downtown and then hop on FRED to get to my final destination!"

"Not just a ride; more like having a tour guide...."

"It's wonderful, especially for seniors"

"Great driver, easy to talk to and I can see he enjoys his job!"

WHAT EVERYONE ELSE IS SAYING

PARTNERS:

"It's been a pleasure to work with the team.... Circuit has served as the integral partner of a highly utilized and sustainable transportation system in San Diego."

Ben Verdugo, Civic San Diego

Micro mobility options, like the FRED program in Downtown, provide one tool in the economic development toolkit by addressing the last mile dilemma."

Mathew Sanford, Senior Director, Economic Development, SD Economic Development Corporation

Evidence is mounting that Uber and Lyft increase traffic congestion. But one startup thinks it has found a way to help — and it's already turning a profit.



"Since FRED's introduction to San Diego in 2016, Circuit has become an integral part of Downtown's mobility structure. It provides residents, employees, and visitors a free, green, and enjoyable way to traverse Downtown's neighborhoods while also mitigating congestion and parking issues."

Betsy Brennan, President & CEO, DSDP

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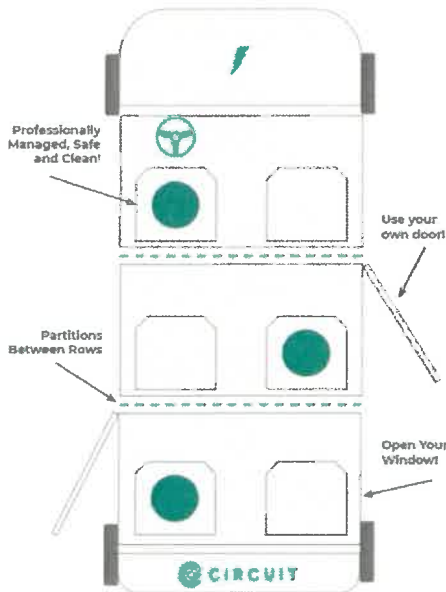


Last Mile, People First
FRED San Diego

Case Study

ADAPTING FOR COVID -19 PANDEMIC

Circuit's flexibility has been invaluable during the Covid-19 Pandemic. The team has worked hard to help the community and adapt to the changing items



Safety & Community First

- W2 Drivers
- in PPE
- Safety and cleaning procedures in place
- Reduced riders per ride and rides to social events
- Vehicle modifications to help with ventilation and encourage separation.

In San Diego, Circuit made sure to continue helping the community by connecting residents to essential business including: pharmacies, grocery stores, banks, convenience stores and more.



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City of Pompano Beach RFP P-29-20 for Micro-Transit Transportation Services
CIRCUIT TRANSIT INC.





New Rochelle, NY - Circuit NR



Circuit New Rochelle

Free, On-Demand, Downtown Electric Shuttle Service

HOW THE SERVICE WORKS

100% Electric, 100% Free rides can be requested to and from anywhere within the coverage zone on-demand, or by simply waving down a driver.

HOURS OF OPERATION

Mon - Thurs	7 am - 7 pm
Friday	7 am - 10 pm
Saturday	12 pm - 10 pm
Sunday	12 pm - 7 pm



CIRCUIT BENEFITS



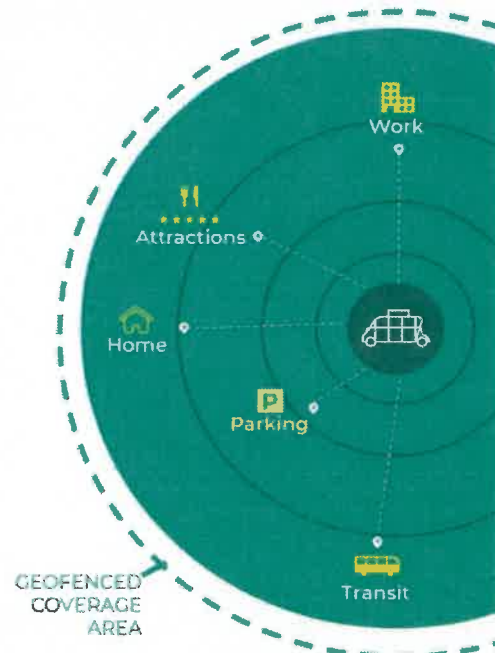
✓ 100% electric cars



✓ Create W2 jobs



✓ Free to ride



www.ridecircuit.com

info@ridecircuit.com

Download the Ride Circuit App

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Last Mile, People First
New Rochelle, NY

How It's Going

- **9000+** riders in the first 3 months
- **0** Gallons of Gas
- **3 Cars, 6 Jobs** Created
- **100%** Demand during rush hours



Here's What Our Past New Rochelle Riders Had To Say

Resolving Parking Issues

24% of respondents use Circuit to avoid parking

Making Connections

33% of riders use it to **connect trains & buses**

Reducing Car Usage

22% of riders use it to avoid driving their own cars

Locals Ride Circuit

Over **90%** of Circuit riders **live in New Rochelle**

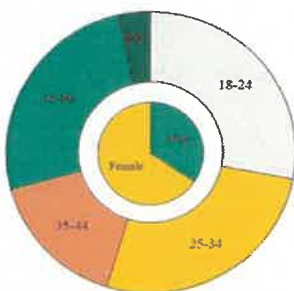
First Electric Ride

91% of riders had their first experience in a fully electric car with Circuit

In High Demand

97% of riders would like to see more Circuit cars added to New Rochelle

Who is Riding?



"The responses I've received have been overwhelmingly positive... Speaking for myself, I think it's an excellent program." - Mayor Bransom

news12 WESTCHESTER TOP STORIES WEATHER FEATURES CRIME

Free, on-demand shuttle service announced for New Rochelle downtown area



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City of Pompano Beach RFP P-29-20 for Micro-Transit Transportation Services
CIRCUIT TRANSIT INC.

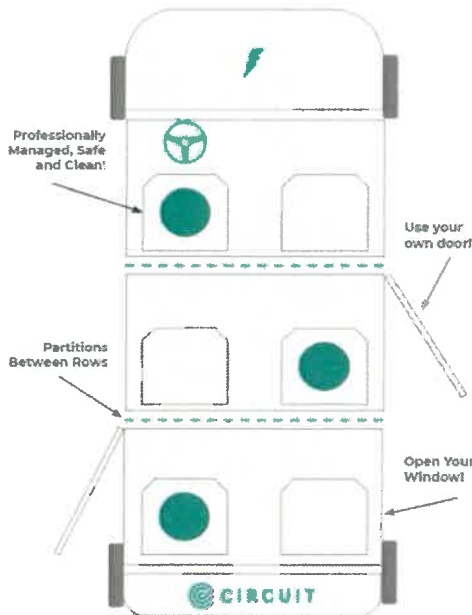




Last Mile, People First
New Rochelle, NY

Adapting for Covid-19 Pandemic

Circuit's flexibility has been invaluable during the Covid-19 Pandemic. The team has worked hard to help the community and adapt to the changing items



Safety & Community First

- W2 Drivers in PPE
- Safety and cleaning procedures in place
- Reduced riders per ride and rides to social events
- Vehicle modifications to help with ventilation and encourage separation.

Circuit also helped offer rides to testing facilities and worked with the City, Montefiore Hospital and 511NYRideshare to offer shuttles for visiting healthcare workers.

ABOUT CIRCUIT

Circuit's ultimate goal is to reduce congestion and its harmful effects on the environment and our quality of life. We do this by getting people out of their cars for short trips, encouraging visitors to park once, and by making connections to existing mass transit hubs.

We work with innovative cities and forward-thinking advertising partners to provide last-mile, electric shuttle services that make mobility easier, smarter, more affordable, and fun. Since starting, we've given over 3 million rides without burning an ounce of gas.

FAST COMPANY

12.23.19 | WORLD CHANGING IDEAS

How this electric vehicle ride-share company won the trust of cities without 'disrupting' them

Circuit's fleet of 140 electric cars across the U.S. is used to commute and make errands. employees 150 full-time, and getting paid by the city.

Sales / Advertising Inquiries: sales@ridecircuit.com

General Inquiries: info@ridecircuit.com

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ridecircuit.com



Letters of Support

City of Hollywood FL

Office of the City Manager
Gus Zambrano
Assistant City Manager for Sustainable Development



tel: 954.921.3201

September 15, 2020

City of Pompano Beach
Attn: Jeff English
1190 NE 3rd Avenue, Building C
Pompano Beach, FL 33060

RE: RFP P-29-20 Micro-Transit Transportation Services

Dear Mr. English:

Circuit Transit, Inc. is applying for the City of Pompano Beach Request for Proposals P-29-20 for Micro-Transit Transportation Services.

The ability of public transit provides many benefits. Taking progressive actions to enhance transportation in an on-demand and eco-friendly way offers countless benefits.

Circuit Transit has many locations in the South Florida area which include, West Palm Beach, Fort Lauderdale, Hollywood and Miami. They are experienced and their professional operators that are part of the community and provide a fun and convenient customer experience. Circuit's team has been a pleasure to know and work with and have been great at building local support. Circuit's team has focused on jobs, safety and the communities it operates in. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems that many Cities struggle with. There great potential for their services to grow further in local communities.

If you require additional information, please do not hesitate to contact me at 954.921.3201 or via email at gzambrano@hollywoodfl.org.

Thank you for your consideration and review.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gus Zambrano'.

Gus Zambrano
Assistant City Manager, Sustainable Development

2600 Hollywood Boulevard
P.O. Box 229045
Hollywood, Florida
33022-9045
hollywoodfl.org





Urban-X Accelerator



City of Pompano Beach
Attn: Jeff English
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

September 17, 2020

To Whom It May Concern

I, Miriam Roue, Program Director at URBAN-X, understand that Circuit Transit Inc. is responding to the current Request for Proposal (RFP) P-29-20 for Micro-Transit Transportation Services.

I know first-hand how getting around, connecting to transit and finding parking can be a struggle. I've also spent some time studying the transportation space and believe that cities would benefit from flexible and electric transportation services. I commend the City for taking progressive actions to address the transportation and parking issues in an on-demand and eco-friendly way.

MINI as an automotive company and brand was born from the Suez Canal gasoline crisis and its impact on transportation infrastructure in the UK. Since 1959, the company has become synonymous with an urban lifestyle, evolving as cities change.

Recognizing the current challenges of climate, energy, and mobility occurring in cities, MINI (under the ownership of the BMW Group) launched the URBAN-X accelerator program in 2015 as an early-stage investment vehicle. Through this mechanism, we seek out the best startups around the world with disruptive technologies to reimagine city life. We invested in Circuit as part of URBAN-X Cohort 05 and have been supporters of their vision ever since. Their traction in over 20 US cities speaks to the value they're creating for municipalities and transit agencies across the country.

Circuit (Formerly The Free Ride) has successfully operated electric shuttle services in San Diego (FRED), Hollywood, FL (Sun Shuttle), New Rochelle, NY and other cities around the US. Additionally, I've seen the company evolve and improve tremendously over time. We need to limit the number of cars on the road and Circuit provides a valuable and eco-friendly service. The cars are all-electric, the drivers are all w2 paid, local employees and the shared rides are enjoyable.

29 Norman Avenue urban-x.com t: @urbanxaccel
Brooklyn, NY 11222 hello@urban-x.com f: /urbanxaccel

URBAN-X, MINI, Related Services and 2015 URBAN-X are all trademarks and the property of their respective owners



I've ridden Circuit's cars in Brooklyn and think it's a wonderful service that should be expanded. Circuit's program can help to connect visitors and residents, reduce greenhouse gas emissions and relieve parking congestion.

Please feel free to contact me if you have any questions or would like any more information that would help you evaluate their application. We look forward to Circuit's continued success.

Thank you for your consideration and review.

All the best,

A handwritten signature in grey ink, appearing to read "MR" or "Miriam Roue".

Miriam Roue
Program Director, URBAN-X
29 Norman Avenue
Brooklyn, NY 10011

29 Norman Avenue
Brooklyn, NY 11222

urban-x.com
hello@urban-x.com

t: @urbanxaccel
f: /urbanxaccel

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CivStart Accelerator

City of Pompano Beach
Attn: Jeff English
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

September 17, 2020

To Whom It May Concern

I, Anthony Jamison, understand that Circuit Transit Inc. is responding to the current Request for Proposal (RFP) P-29-20 for Micro-Transit Transportation Services.

Over the past few years, we've seen on-demand transportation offer a variety of benefits: reducing single-occupancy vehicles and greenhouse gas emissions, connecting to local transit, promoting circulation and mobility, and ultimately getting people out of their cars. I commend the City of Pompano Beach for taking progressive actions to address local transit needs and think Circuit would be a great fit.

Circuit's team has been a pleasure to know and work with and have been great at building local support. Circuit's team has focused on jobs, safety and the communities it operates in. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems that many cities struggle with. I see great potential for their services to grow further in South Florida and along transit routes.

I've gotten to know Circuit's leadership team over the past year during their participation as a member of Cohort 1 of the CivStart accelerator program. I think it's a wonderful service that should be expanded. Circuit's program can help to connect visitors and residents to mass transit, employment, entertainment, parking and other destinations within the City.

I support Circuit's application and hope that the program can help to expand the service to new areas.

Thank you for your time and review.

All the best,

A handwritten signature in black ink that reads "Anthony Jamison".

Anthony Jamison
CEO / Co-Founder
CivStart Accelerator
civstart.org





Letter of Support by Pompano Beach Resident Rose Puerto

City of Pompano Beach
Attn: Jeff English
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

September 15, 2020

Dear Mr. English,

I understand that Circuit Transit Inc. is applying for the City of Pompano Beach Request for Proposal P-29-20 for Micro-Transit Transportation Services.

As our city grows, it would be wonderful to address the issues of a growing population (which means additional cars and less parking availability) in an eco-friendly manner.

I am familiar with Circuit's operations in South Florida and elsewhere. Currently, they are in West Palm Beach, Fort Lauderdale and in Hollywood. I think the service ("on-demand", safe and local) will truly help us unite Pompano's West Side to the East as residents will be able to easily hop into a cute little electric vehicle and get across town for dinner or other beach activities. Likewise, as more destinations develop in areas off the beach, folks in the Eastern districts can travel to cultural activities and events out West.

Circuit's team is professional and well experienced at what they do. They have created a safe, beneficial and fun service that will help Pompano continue to develop into a diverse, united, unique beach community.

Important benefits include the creation of local jobs for our residents and the provision of an alternative way to commute (as we know, high season causes excessive traffic and congestion on our roads).

I support Circuit's application and look forward to the program coming to Pompano Beach! I was very excited about the news of their application when I learned about it.

Thank you for your consideration of my endorsement for bringing Circuit Transit to our beautiful little beach community!

Sincerely,

A handwritten signature in black ink that reads 'Rose Puerto'.

Rose Puerto
525 North Ocean Boulevard, Apt 1722
Pompano Beach, FL 33062
(917) 686-4659

RESOLUTION NO. 2020- 229**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, ACCEPTING A GRANT IN THE AMOUNT OF \$833,000.00 FOR ASSISTANCE IN FUNDING THE OPERATION OF A COMMUNITY TRANSIT CIRCULAR SERVICE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach has been awarded a Grant from the State of Florida Department, Department of Transportation, for assistance in funding the operation of a community transit circular service; and

WHEREAS, it is the desire of the City of Pompano Beach, Florida, to formally accept the Grant; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and the State of Florida, Department of Transportation, accepting a grant in the amount of \$833,000.00 for assistance in funding the operation of a community transit circular service, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of July, 2020.

DocuSigned by:

Rex Hardin

502CB780EB3E480

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:

Asceleta Hammond

775D4290316A490...

ASCELETA HAMMOND, CITY CLERK



MEB/jrm
7/22/2020
l:reso/2020-261

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
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Financial Project Number(s): (Item-segment-phase-sequence) 446659-1-84-01	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO	FLAIR Category: 088774 Object Code: 751000 Org. Code: 55042010429 Vendor Number: F596000411002
Contract Number: G1P49	Federal Award Date:		
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: 55.012			
CSFA Title: Public Transit Service Development Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 8/27/2020 | 2:05 PM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and the City of Pompano Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in funding for three years of operating a community transit circulator service, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 29, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

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- a. The estimated total cost of the Project is \$1,666,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$833,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☒ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☒ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
 - i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a.** It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

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persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement.”

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

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shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

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updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY the City of Pompano Beach

By: -See City Signature Page Attached-

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: Steven C. Braun, P.E.

86FB79A8F1EF4EE...

Name: Steven C. Braun, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by:

Jel Niewood

18D3832B432744B...

“CITY”:

Attest:

CITY OF POMPANO BEACH

DocuSigned by:
Asceleta Hammond
775D4290316A490...

ASCELETA HAMMOND
CITY CLERK

DocuSigned by:
Rex Hardin
502CB780EB3E480
By: _____
REX HARDIN, MAYOR

(SEAL)



DocuSigned by:
Gregory P. Harrison
7052A67E15A44CA
By: _____
GREGORY P. HARRISON, CITY MANAGER

Approved As To Form:

DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...

MARK E. BERMAN
CITY ATTORNEY

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): funding for three years of operating a community transit circulator service

B. Project Location (limits, city, county, map): City of Pompano Beach/Pompano Beach, FL/Broward

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): See attached grant application. The City's objective in developing its new transit program is to improve and expand transit services and ultimately relieve congestion on a major roadways.

The City is also proposing to implement an on-demand service to residents and visitors, whereby services could be demanded for pick-up directly from a residence for transport to and from area restaurants and other amenities.

"Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): public transit service

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): candy, alcohol, decorations, greeting-cards, lobbying, personal cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

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EXHIBIT B

**Schedule of Financial Assistance
 TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446659-1-84-01	DPTO	088774	2021	751000	55.012	Public Transit Service Development	\$833,000
	LF						\$833,000
Total Financial Assistance							\$1,666,000

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$833,000	\$833,000	\$0	\$1,666,000
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$833,000	\$833,000	\$0	\$1,666,000

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

- ☐ Monthly
☒ Quarterly
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jayne A. Pietrowski

Department Grant Manager Name

DocuSigned by:

Jayne Pietrowski

8/26/2020 | 10:51 AM EDT

Signature

0E14695055194BD...

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT
(Service Development)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.
- 7. Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:
 - a) An evaluation of the attainment of the goals and objectives.
 - b) The reasons any of the goals were not met.
 - c) The benefit accrued by the Agency.
 - d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** \$833,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



Town Commission Agenda Item Report

Meeting Date: December 10, 2024

Submitted By:

Submitting Department: Administration

Item Type: Ordinance

Agenda Section: ORDINANCES 1st Reading

Subject Title: ORDINANCE 2024-11: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14 "OFFENSES," OF THE TOWN'S CODE OF ORDINANCES BY CREATING SECTION 14-34 "PUBLIC CAMPING OR SLEEPING; NOTICE OF COMPLAINTS;" PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation: On March 20, 2024, Governor Ron DeSantis signed into law HB 1365, an act relating to unauthorized public camping and public sleeping (Exhibit 1). Effective October 1, 2024, this new law prohibits counties and municipalities from authorizing and/or allowing persons to regularly engage in public camping or sleeping on public property.

The act also allows residents of the county, an owner of a business located in the county, or the Attorney General to bring a civil action against the municipality to enjoin a violation of this law. As of January 1, 2025, the Town may be sued if a Plaintiff first provides written notice of the alleged violation to the Town Commission, and allows 5 business days for the Town to cure the violation. If the violation is not cured within that timeframe, the Plaintiff must then complete an Affidavit attesting to the fact the Town failed to take all reasonable actions within the limits of its governmental authority to cure the alleged violation, and can pursue its claim in court (including attorneys' fees).

On October 8, 2024, Broward County enacted an ordinance creating processes for enforcement of public camping and sleeping violations in response to this statute (Exhibit 2). The County ordinance authorizes municipalities to enforce the County's code on public property within the County's jurisdiction and the Town, like many Broward County municipalities, plans to rely on the County ordinance if it needs to cite these violations. The County ordinance applies in cities to the extent there is no conflicting city ordinance.

This proposed Town Ordinance (Exhibit 3) will conflict with the County scheme only to establish a process for the Town to receive complaints about public camping and sleeping. This will clarify the proper place for filing such claims, and assure that the Town receives prompt notice given the short window of time in which the Town can address such claims under the statute in order to avoid litigation. Together, enforcement of the Broward County

ordinance and enactment of this Ordinance will provide notice to all that the Town does not authorize or allow public camping within its jurisdiction, and provide a mechanism for processing any claims brought under the statute.

Recommendation: Approve Ordinance 2024-11 on first reading and schedule second reading for January 14, 2025.

Exhibits:

1. State Statute Section 125.0231, F.S.
2. 2024-37 County Ordinance
3. Ordinance 2024-11 Public Camping

125.0231 Public camping and public sleeping.—

(1) As used in this section, the term:

(a) “Department” means the Department of Children and Families.

(b)1. “Public camping or sleeping” means:

a. Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or

b. Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.

2. The term does not include:

a. Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be.

b. Camping for recreational purposes on property designated for such purposes.

(2) Except as provided in subsection (3), a county or municipality may not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable.

(3) A county may, by majority vote of the county’s governing body, designate property owned by the county or a municipality within the boundaries of the county to be used for a continuous period of no longer than 1 year for the purposes of public camping or sleeping. If the designated property is within the boundaries of a municipality, the designation is contingent upon the concurrence of the municipality by majority vote of the municipality’s governing body.

(a) A county designation is not effective until the department certifies the designation. To obtain department certification, the county shall submit a request to the Secretary of Children and Families which shall include certification of, and documentation proving, the following:

1. There are not sufficient open beds in homeless shelters in the county for the homeless population of the county.

2. The designated property is not contiguous to property designated for residential use by the county or municipality in the local government comprehensive plan and future land use map.

3. The designated property would not adversely and materially affect the property value or safety and security of other existing residential or commercial property in the county or municipality and would not negatively affect the safety of children.

4. The county has developed a plan to satisfy the requirements of paragraph (b).

Upon receipt of a county request to certify a designation, the department shall notify the county of the date of receiving the request, and of any omission or error, within 10 days after receipt by the department. The department shall certify the designation within 45 days after receipt of a complete submission from the county, and the designation shall be deemed certified on the 45th day if the department takes no action.

(b) Except as provided in paragraph (e), if a county designates county or municipal property to be used for public camping or sleeping, it must establish and maintain minimum standards and procedures related to the designated property for the purposes of:

1. Ensuring the safety and security of the designated property and the persons lodging or residing on such property.
2. Maintaining sanitation, which must include, at a minimum, providing access to clean and operable restrooms and running water.
3. Coordinating with the regional managing entity to provide access to behavioral health services, which must include substance abuse and mental health treatment resources.
4. Prohibiting illegal substance use and alcohol use on the designated property and enforcing such prohibition.

(c) Within 30 days after certification of a designation by the department, the county must publish the minimum standards and procedures required under paragraph (b) on the county's and, if applicable, the municipality's publicly accessible websites. The county and municipality must continue to make such policies and procedures publicly available for as long as any county or municipal property remains designated under paragraph (a).

(d) The department may inspect any designated property at any time, and the secretary may provide notice to the county recommending closure of the designated property if the requirements of this section are no longer satisfied. A county and, if applicable, a municipality must publish any such notice issued by the department on the county's and, if applicable, the municipality's publicly accessible websites within 5 business days after receipt of the notice.

(e) A fiscally constrained county is exempt from the requirement to establish and maintain minimum standards and procedures under subparagraphs (b)1.-3. if the governing board of the county makes a finding that compliance with such requirements would result in a financial hardship.

¹(4)(a) A resident of the county, an owner of a business located in the county, or the Attorney General may bring a civil action in any court of competent jurisdiction against the county or applicable municipality to enjoin a violation of subsection (2). If the resident or business owner prevails in a civil action, the court may award reasonable expenses incurred in bringing the civil action, including court costs, reasonable attorney fees, investigative costs, witness fees, and deposition costs.

(b) An application for injunction filed pursuant to this subsection must be accompanied by an affidavit attesting that:

1. The applicant has provided written notice of the alleged violation of subsection (2) to the governing board of the county or applicable municipality.
2. The applicant has provided the county or applicable municipality with 5 business days to cure the alleged violation.
3. The county or applicable municipality has failed to take all reasonable actions within the limits of its governmental authority to cure the alleged violation within 5 business days after receiving written notice of the alleged violation.

(5) This section does not apply to a county during any time period in which:

(a) The Governor has declared a state of emergency in the county or another county immediately adjacent to the county and has suspended the provisions of this section pursuant to s. 252.36.

(b) A state of emergency has been declared in the county under chapter 870.

History.—s. 1, ch. 2024-11.

¹Note.—Section 3, ch. 2024-11, provides that “[s]ection 125.0231(4), Florida Statutes, as created by this act, shall take effect January 1, 2025, and applies to causes of action accruing on or after that date.”

ORDINANCE NO. 2024-37

1 AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, PERTAINING TO PUBLIC CAMPING OR SLEEPING; CREATING
3 SECTIONS 21-2 THROUGH 21-3 OF THE BROWARD COUNTY CODE OF
4 ORDINANCES ("CODE"); AMENDING SECTION 21-6 OF THE CODE; AND
5 PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE
6 DATE.

7 (Sponsored by the Board of County Commissioners)
8

9 WHEREAS, during its 2024 legislative session the Florida Legislature enacted
10 House Bill 1365, which prohibits counties or municipalities from authorizing or otherwise
11 allowing "any person to regularly engage in public camping or sleeping on any public
12 property, including, but not limited to, any public building or its grounds and any public
13 right-of-way under the jurisdiction of the county or municipality, as applicable"; and

14 WHEREAS, the Broward County Board of County Commissioners finds it
15 appropriate to enact this Ordinance to ensure compliance with state law,

16 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
17 BROWARD COUNTY, FLORIDA:

18 Section 1. Section 21-2 of the Broward County Code of Ordinances is hereby
19 created to read as follows:

20 [Underlining omitted]

Sec. 21-2. Public camping or sleeping; prohibition; penalties.

(a) In accordance with Section 125.0231, Florida Statutes, it is the policy of Broward County ("County") to not authorize or otherwise allow any person to regularly engage in public camping or sleeping, as subsequently defined, on any public property under the jurisdiction of the County.

(b) As used in this section, "public camping or sleeping" is to be construed in conformity with the meaning of "public camping or sleeping" set forth under Section 125.0231(1)(b), Florida Statutes.

(1) "Public camping or sleeping" means:

- a. Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or
- b. Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.

(2) "Public camping or sleeping" does not include:

- a. Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be; or
- b. Camping for recreational purposes on property designated for such purposes.

(c) No person may regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the County.

(d) Prior to arrest or citation, the individual allegedly in violation of this section must be given a verbal and written warning against public camping or sleeping and, if the individual ceases public camping or sleeping after being given both such warnings, this will serve as an affirmative defense against prosecution.

(e) *Violations.*

(1) For persons eighteen (18) years or older, violations of this section are to be prosecuted as follows:

a. As a violation of the Broward County Adult Civil Citation Program ("Program") set forth under Section 21-3 of the Broward County Code of Ordinances ("Code") unless the person in violation of this section cannot participate in the Program for any reason, including because of a limitation set forth under Section 21-6(c)(2) of the Code or due to lack of funding for the Program, or chooses not to participate in the Program; or

b. If the person in violation of this section cannot participate in the Program for any reason or the person chooses not to participate in the Program, violations may be prosecuted in the name of the state in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof and upon conviction shall, pursuant to Section 125.69(1), Florida Statutes, be punished:

1. By a fine not to exceed five hundred dollars (\$500); or
2. By up to sixty (60) days in jail or a fine not to exceed five hundred dollars (\$500), or both, if the person in violation of

67 this section has been convicted or found guilty of, or entered
68 a plea of guilty or nolo contendere (regardless of adjudication
69 of guilt or adjudication withheld) to, two (2) or more violations
70 of this section within the prior two (2) years.

71 (2) Notwithstanding anything to the contrary, the County encourages criminal
72 or civil citation to be a last resort and desires that, if possible, compliance
73 with this section be achieved through services, assistance, and other
74 noncoercive measures.

75 (3) The County encourages juveniles alleged to be in violation of this section to
76 be referred to the Juvenile Services Civil Citation Program, authorized by
77 Section 985.12, Florida Statutes.

78 (f) *Enforcement.* The County intends to allow this section to be enforced by the
79 Broward County Sheriff and/or municipal law enforcement, as applicable.

80 (g) *Applicability and interpretation.* This section is not effective within the
81 boundaries of any municipality that has enacted a conflicting ordinance to the extent there
82 exists a conflict; does not apply during the periods set forth under
83 Section 125.0231(5), Florida Statutes; is to be construed in conformity with the County's
84 obligations under Section 125.0231(2), Florida Statutes; and shall not be construed to
85 either prohibit the County from denying persons access to property that it owns or
86 manages or to supersede remedies available under Chapter 810, Florida Statutes.

87 Section 2. Section 21-3 of the Broward County Code of Ordinances is hereby
88 created to read as follows:

89 [Underlining omitted]

Sec. 21-3. Public camping or sleeping; complaints.

(a) A resident of the County, a business located in Broward County, or the Florida Attorney General, may provide written notice of a violation of Section 21-2 to the Board of County Commissioners.

(1) The County Administrator shall designate an e-mail address or other electronic submission method, to be displayed on the County's website, to serve as the primary means of receiving such written notice.

(2) To enable the County to take reasonable action within the limits of its authority to cure an alleged violation, the written notice must specify:

- a. The location of the violation;
- b. The date(s) of the alleged violation;
- c. A description or photograph of the alleged violator; and
- d. Any other information that will assist the County to address or otherwise to cure the alleged violation.

Section 3. Section 21-6 of the Broward County Code of Ordinances is hereby amended to read as follows:

Sec. 21-6. Broward County Adult Civil Citation Program.

(a) *Definitions.*

...

(6) "Eligible Offenses" means any and all Nonviolent Offenses that constitute a misdemeanor under state law or ~~this~~ the Broward County Code of Ordinances (the "Code") including, but not limited to, possession of twenty (20) grams or less of cannabis, possession of drug paraphernalia,

misdemeanor assault, misdemeanor battery (if the law enforcement officer determines the encounter resulted in no or minor injuries and, if it is determined that there is a minor injury, the victim consents to the issuance of the Citation), retail theft of a shopping cart, trespass on property other than a structure or conveyance, petit theft, criminal mischief, disorderly conduct, littering, loitering, ~~and~~ possession of alcoholic beverages by persons under age 21, as those terms are defined by state law, or public camping or sleeping under Section 21-2 of the Code.

. . .

Section 4. Severability.

If any portion of this Ordinance is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Ordinance to any other individual, group, entity, property, or circumstance.

Section 5. Inclusion in the Broward County Code of Ordinances.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance become part of the Broward County Code of Ordinances as of the effective date. The sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase to the extent necessary to accomplish such intention.

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ENACTED October 8, 2024.

FILED WITH THE DEPARTMENT OF STATE October 9, 2024

EFFECTIVE October 9, 2024

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By: /s/ Joseph K. Jarone 09/18/2024
Joseph K. Jarone (date)
Assistant County Attorney

By: /s/ René D. Harrod 09/18/2024
René D. Harrod (date)
Chief Deputy County Attorney

JKJ/mb
Public Sleeping Ordinance
10/09/2024
#1118537

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14 “OFFENSES,” OF THE TOWN’S CODE OF ORDINANCES BY CREATING SECTION 14-34 “PUBLIC CAMPING OR SLEEPING; NOTICE OF COMPLAINTS;” PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) Commission recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town’s regulations are current and consistent with the Town’s regulatory needs; and

WHEREAS, during its 2024 legislative session, the Florida Legislature enacted House Bill 1365, which created Section 125.0231, Florida Statutes, prohibiting counties or municipalities from authorizing or otherwise allowing “any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable”; and

WHEREAS, Broward County, on October 8, 2024, enacted Ordinance No. 2024-37, prohibiting any person from regularly engaging in public camping or sleeping on any public property, which Ordinance is applicable within the boundaries of all municipalities that have not enacted a conflicting ordinance; and

WHEREAS, the Town has not enacted a conflicting ordinance and intends to rely upon County Ordinance No. 2024-37; and

WHEREAS, pursuant to Section 125.0231(4), Florida Statutes, residents may bring civil actions against the Town to enjoin a violation of Section 125.0231(2), Florida Statutes, and for

attorneys' fees and costs, but must first provide the governing board of the Town with written notice and 5 business days to cure the alleged violation; and

WHEREAS, Section 125.0231(4), Florida Statutes, does not provide details or a mechanism for the giving of such notice, and, therefore, in order to implement Section 125.0231, Florida Statutes, the Town Commission desires to amend the Town Code to create Section 14-34 to be entitled, "Public Camping or Sleeping; Notice of Complaints;" and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to adopt this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing "Whereas" clauses are ratified and confirmed as being true, correct and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance.

Section 2. **Amendment.** Chapter 14, "Offenses," of the Town Code is hereby amended to create Section 14-34 "Public Camping or Sleeping; Notice of Complaints" as follows¹:

Chapter 14 – OFFENSES

Article I – IN GENERAL

* * * * *

Section 14-34. Public Camping or Sleeping; Notice of Complaints. A resident of Broward County, a business located in Broward County, or the Florida Attorney General, seeking to provide written notice of a violation of Section 125.0231(2), Florida Statutes, to the Town Commission, as the governing board of the Town, shall comply with the following requirements:

¹ Strikethrough words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

51 (a) Method of written notification. The Town Manager shall designate an e-mail address or other
52 electronic submission method, to be displayed on the Town’s website, to serve as the means of
53 receiving such written notice.

54 (b) Specifications of written notification. To enable the Town to take reasonable action within
55 the limits of its authority to cure an alleged violation, the written notice must specify:

56 (1) The location of the violation;

57 (2) The date(s) and time of the alleged violation;

58 (3) A description or photograph of the alleged violator; and

59 (4) Any other information that will assist the Town to address or otherwise to cure the
60 alleged violation.

61 **Secs. 14-~~35~~34—14-70. - Reserved.**

62 **Section 3. Codification.** This Ordinance shall be codified in accordance with the
63 foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall
64 become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that
65 the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be
66 changed to “section,” “article” or such other appropriate word or phrase in order to accomplish
67 such intentions.

68 **Section 4. Severability.** If any section, sentence, clause, or phrase of this Ordinance
69 is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
70 shall in no way affect the validity of the remaining portions of this Ordinance.

71 **Section 5. Conflicting Ordinances.** All prior ordinances or resolutions, or parts
72 thereof, in conflict herewith are hereby repealed to the extent of said conflict.

73 **Section 6. Effective Date.** This Ordinance shall be in full force and effect immediately
74 upon its passage on second reading.

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Passed on first reading, this ____ day of _____, 2024.
Passed and adopted on the second reading, this ____ day of _____, 2024.

MAYOR EDMUND MALKOON

	First Reading	Second Reading
Mayor Malkoon	_____	_____
Vice-Mayor Strauss	_____	_____
Commissioner Pouloupoulos	_____	_____
Commissioner DeNapoli	_____	_____
Commissioner Graziano	_____	_____

ATTEST:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Agenda Item No: 17.a.

Town Commission Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Ordinance

Agenda Section: ORDINANCES 2nd Reading

Subject Title: ORDINANCE 2024-09: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA DELETING CHAPTER 30 ARTICLE XI, "SEAGRAPE DRIVE SIDEWALK PLAN" FROM THE TOWN OF LAUDERDALE-BY-THE-SEA CODE OF ORDINANCES, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND FOR AN EFFECTIVE DATE.

Explanation: The Sea Grape Drive Sidewalk Plan was adopted in 2005 (**Exhibit 1- Ordinance 2005-02**) to establish a plan and funding mechanism for the reconstruction of Sea Grape Drive sidewalk. The Town Commission voted to amend the Ordinance on second reading to reflect its applicability only to properties redeveloped under an overlay district. This overlay district has since been repealed but the code was never amended to reflect the provision that the code applied only to overlay-approved properties (**Exhibit 2- Town Commission Meeting Minutes**). As a result, the existing plan requires all property owners who redevelop property along Sea Grape Drive to comply with the sidewalk plan design adopted in the plan. Since 2005, the Town has only had one property that would be required to comply with this code provision.

Forty-four percent of lots along Sea Grape Drive south of Commercial Boulevard have back-out parking. This site condition is inconsistent with recommended engineering standards when considering the installation of a sidewalk on the east side of Sea Grape Drive. This condition makes it difficult to construct the code-approved sidewalk in this area. Additionally, because there has been one property in the 19 years since the code was adopted that qualifies for participation, the Town has not collected the money necessary to fund the proposed sidewalk improvements. Replacement of this sidewalk is not included in the five-year CIP. If the Commission wants the project to move forward, they would need to include it in the CIP, since private funding is not an option.

Because of these issues, Staff recommended that the Commission consider removing the Seagrape Drive Sidewalk Plan from the Town Code at its August 27, 2024 meeting. The Town Commission agreed with Staff's recommendation and staff prepared Ordinance 2024-09 (**Exhibit 3 - Ordinance 2024-09**). At their October 2, 2024 meeting, the Planning and Zoning Board recommended approval of Ordinance 2024-09 and the Commission subsequently

approved it on first reading at their October 22 meeting with a vote of 4-0.

Recommendation: Staff recommends approval of Ordinance 2024-09 on second reading.

Exhibits:

1. Ordinance 2005-02
2. Meeting Minutes
3. Ordinance 2024-09 Repeal Seagrape Sidewalk Plan Article XI

ORDINANCE NO. 2005-02

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 24, LAND DEVELOPMENT CODE TO CREATE A NEW ARTICLE IX TO BE TITLED: SEAGRAPE DRIVE SIDEWALK PLAN; ADOPTING SIDEWALK DESIGN REQUIREMENTS FOR EAST SEAGRAPE DRIVE FROM COMMERCIAL BOULEVARD TO HIBISCUS AVENUE; REQUIRING CONFORMITY TO THE SIDEWALK PLAN AS A CONDITION OF SITE DEVELOPMENT OR RE-DEVELOPMENT FOR PROPERTIES FRONTING ON SEAGRAPE DRIVE; PROVIDING FOR A FEE IN LIEU OF CONTRUCTION OF SIDEWALK IMPROVEMENTS; PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Commission finds that it is in the best interest of the Town, its residents, property owners and guests to redesign and reconstruct the sidewalks in the right of way of Seagrape Drive to improve the aesthetics and functionality of the Drive; and,

WHEREAS, the Town's consultants have proposed a sidewalk design and construction plan for Seagrape Drive that the Commission finds is consistent with the Town's Comprehensive Plan and redevelopment objective of the Town Commission.

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

Section 1. The foregoing "WHEREAS" clause is hereby ratified as true and correct and incorporated herein by this reference.

Section 2. Code of Ordinances, Chapter 24, Land Development Code is amended to add a new Article IX to read as follows:

§24-9.1 The City Commission adopts the Seagrape Drive Sidewalk Improvement Plan as the official design and construction guidelines for sidewalks on the east side of the Seagrape Drive right of way. A Copy of the Plan is attached to this ordinance as Exhibit "A". The original plan set shall be maintained by the Town Clerk as a reference document and shall be available for inspection on request.

§24-9.2 All development or redevelopment of property which has a common boundary with the right of way of Seagrape Drive shall contain construction design elements for a frontage sidewalk which conforms with the construction design elements shown on the Seagrape Drive Sidewalk Improvement Plan.

§24-9.3 An application for development or redevelopment of a property along Seagrape Drive shall be accompanied by a site plan which clearly depicts design elements which conform with the design elements shown on the Seagrape Drive Sidewalk Improvement Plan. All development orders of the Town Commission for properties along Seagrape Drive shall contain a condition of approval requiring compliance with the Sidewalk Improvement Plan.

§24-9.4 No permit shall be issued for building or development activity if the work to be performed will result in construction inconsistent with the Seagrape Drive Sidewalk Improvement Plan. Administrative decisions to deny a permit based on incompatibility with the Sidewalk Improvement Plan may be appealed to the Town Commission which shall conduct a quasi-judicial hearing to determine if the decision of the administrator should be sustained, reversed, or modified. A decision of the Town Commission constitutes final action and is subject to review by writ of certiorari to a court of competent jurisdiction.

§24-9.5 A property owner may, at the discretion of the Town Commission, be required to pay a fee in lieu of constructing actual sidewalk improvements, when the Commission determines that construction of the required sidewalk should be deferred to be coordinated with additional sidewalk improvements on Seagrape Drive. The fee shall be determined on a front footage basis, whereby the front footage of the property shall be multiplied by \$ _____, (which represents the total estimated cost of the Seagrape Drive sidewalk improvements, divided by the total number of frontage feet for the project, as certified by the Town Consulting Engineer).

Section 3. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 4. All ordinances, or parts of ordinance, in conflict herein are to the extent of such conflict hereby repealed.

Section 5. This ordinance shall become effective, immediately upon final adoption.

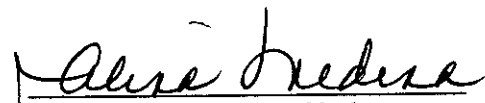
Passed on the first reading, this 14th day of Dec, 2004.

Passed on the second reading, this 11th day of Jan, 2005.


MAYOR OLIVER PARKER

	First Reading	Second Reading
Mayor Oliver Parker	<u>yes</u>	<u>yes</u>
Vice-Mayor Kennedy	<u>yes</u>	<u>yes</u>
Mayor Pro Tem Clark	<u>yes</u>	<u>yes</u>
Commissioner Wessels	<u>yes</u>	<u>yes</u>
Commissioner Yanni	<u>no</u>	<u>yes</u>

Attest:

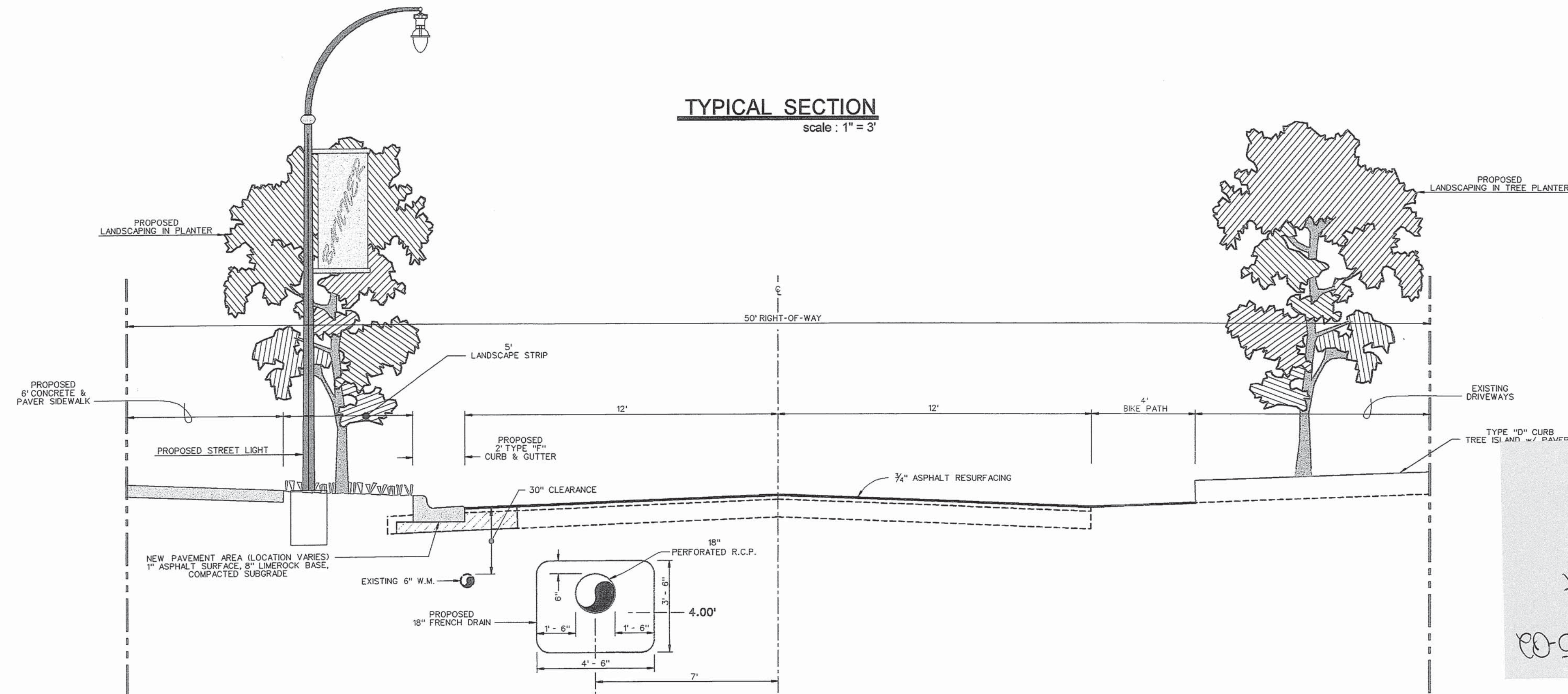

Alina Medina, Town Clerk

GENERAL NOTES

1. THESE PLANS SHOW THE APPROXIMATE LOCATION OF ALL KNOWN UTILITIES AND STORM DRAINS FOR THE PURPOSE OF AIDING THE OWNER AND HIS CONTRACTOR IN THE CONNECTION TO THOSE FACILITIES OR THE REMOVAL OR AVOIDANCE OF THOSE FACILITIES WHICH CONFLICT WITH THE PROPOSED CONSTRUCTION. THE PLANS HAVE BEEN PREPARED WITH THE BEST INFORMATION AVAILABLE. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND EXPOSE EXISTING FACILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY STANDARD METHODS AND HAVE EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES AS A RESULT OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL LOCATE AND EXPOSE ALL EXISTING UTILITIES AND STORM DRAINS TO BE CONNECTED SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO CONDUCT SUCH WORK BY THE ENGINEER. SUCH INSTALLATIONS ARE FOUND TO BE DIFFERENT THAN SHOWN ON THESE PLANS, CONTRACTOR SHALL CONTACT SUNSHINE AT 1-800-432-4770 AND ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION, ANY AND ALL CONFLICTS WITH EXISTING UTILITIES AND PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
2. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS SHOWN ON THESE PLANS AND ALL OTHER UTILITIES AND OTHER IMPROVEMENTS NOT SHOWN. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR REPAIRS OF UTILITIES AND OTHER IMPROVEMENTS DAMAGED DURING CONSTRUCTION AND SHALL MAINTAIN SUFFICIENT PROTECTION TO ALL UTILITIES REQUIRED TO PROTECT THEM FROM DAMAGE AND TO PROTECT THE PUBLIC DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL CONTACT THE TOWN OF LAUDERDALE-BY-THE-SEA PUBLIC WORKS DEPARTMENT, BROWARD COUNTY TRAFFIC ENGINEERING DIVISION (484-9600) AND SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) 48 HOURS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL ALSO NOTIFY THE BROWARD COUNTY ENVIRONMENTAL SERVICES DIVISION AND ANY OTHER UTILITY COMPANY WHICH MAY HAVE UTILITIES WITHIN THE AREA OF CONSTRUCTION.
4. THE CONTRACTOR SHALL NOTIFY WALTER H. KELLER, INC. AT (954) 755-3822 AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
5. SHADED AND PATTERN AREAS DENOTE NEW PAVEMENT. ALL RADII AND DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS NOTED.
6. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. SURVEY INFORMATION PROVIDED BY CHARLES E. ROSSI, PROFESSIONAL LAND SURVEYOR, INC.
7. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND, (INCLUDING SPRINKLERS) SHALL BE PLACED BENEATH THE PAVEMENT AND ITS EDGE PRIOR TO THE CONSTRUCTION OF PAVEMENT. THE PAVEMENT SHALL NOT BE CUT WITHOUT PRIOR APPROVAL OF THE ENGINEER.
8. ALL LABOR, MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE BROWARD COUNTY ENGINEERING DIVISION MINIMUM STANDARDS.
9. PERIODIC CONSTRUCTION INSPECTION WILL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS BEFORE REQUIRING INSPECTION OF EACH AND EVERY PHASE OF WORK.
10. COMPLETE "AS-BUILT" INFORMATION RELATIVE TO PIPE, STRUCTURES, VALVES, SERVICES, FITTINGS, CURBING, LENGTH, VERTICAL ELEVATION, QUANTITY AND MATERIAL SHOULD BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL "AS-BUILT" MEASUREMENTS SHALL BE TAKEN BY AN INDEPENDENT LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND INCLUDED IN THE "AS-BUILT" INFORMATION, FURNISHED BY THE CONTRACTOR AT HIS EXPENSE. FINAL ACCEPTANCE OF THE PROJECT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE "AS-BUILT" INFORMATION FURNISHED TO THE REGULATORY AGENCIES AND THE APPLICABLE UTILITIES.
11. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION.
12. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO INSTALLATION. THE DRAWINGS WILL THEN BE FORWARDED TO THE APPROPRIATE AGENCY FOR APPROVAL.
13. LIMEROCK BASE COURSE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 911 OF FLORIDA D.O.T. STANDARD SPECIFICATION.
14. ASPHALTIC CONCRETE SURFACE COURSE TYPE S-1 SHALL CONFORM TO THE REQUIREMENTS OF SECTIONS 331-1 THROUGH 331-5 OF FLORIDA D.O.T. STANDARD SPECIFICATIONS.
15. PRIME COAT AND TACK COAT FOR BASE COURSES SHALL CONFORM TO THE REQUIREMENTS OF SECTION 300-1 THROUGH 300-7 OF FLORIDA D.O.T. STANDARD SPECIFICATIONS. PRIME COAT SHALL BE APPLIED AT A RATE OF ONE POUND PER SQUARE YARD. TACK COAT SHALL BE ONE Ounce OF .10 GALLONS PER SQUARE YARD UNLESS A VARIATION RATE IS APPROVED BY THE ENGINEER.
16. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
17. ALL ROADWAY TURN LANE CONSTRUCTION SHALL PROVIDE A (1) FOOT SAWCUT OF THE EXISTING ROADWAY TO A NEAT STRAIGHT EDGE. THE EXISTING ROCK BASE SHALL BE STRIPPED BACK FOR (6) INCHES AND BLENDED AND REWORKED WITH THE NEW BASE MATERIAL. THE NEW BASE MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 98% OF MAXIMUM DRY DENSITY AS PER AASHTO T-190, SUBGRADE SHALL BE COMPACTED TO 100% MAXIMUM DRY DENSITY AS PER AASHTO T-99-C WITH A MINIMUM 40 LIMEROCK BEARING RATIO (LBR-40).
18. ALL ASPHALT SURFACE COURSES ON GRA DE GRADE TO BE OF TWO LIFTS. BOTTOM COURSE TO BE (1) INCH THICK FLORIDA D.O.T. TYPE S-3 WEARING COURSE TOP COURSE TO BE ONE (1) INCH THICK FLORIDA D.O.T. TYPE S-1 SURFACE COURSE. BROWARD COUNTY MIX ALL CONSTRUCTION WORK WITHIN THE RIGHT-OF-WAY OF SHALL BE IN STRICT ACCORDANCE WITH THE BROWARD COUNTY MINIMUM STANDARDS. SUBSTITUTIONS AND DEVIATIONS FROM THE PLANS AND SPECIFICATIONS ARE NOT PERMITTED WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
19. ALL PAVEMENT MARKINGS AND ARROWS IN THE PUBLIC RIGHT-OF-WAYS TO BE THERMOPLASTIC. PAVEMENT ARROWS TO BE WHITE THERMOPLASTIC.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF ALL SODDED AREAS AND THE ADJUSTMENT OF ANY EXISTING IRRIGATION SYSTEM WITHIN THE LIMITS OF CONSTRUCTION.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF TRAFFIC ON THE PROJECT.
22. THE PUBLIC ROADWAYS INDICATED IN THIS PLAN HAVE BEEN DESIGNED IN ACCORDANCE WITH THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS OF FLORIDA.
23. THE CONTRACTOR SHALL CONFIRM ALL MEASUREMENTS IN THE FIELD AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY WITH THE DRAWINGS PRIOR TO PERFORMING THE WORK. ALL QUANTITIES SHALL BE PAID ON THE BASIS OF FIELD MEASUREMENTS OF COMPLETED WORK, UNLESS THE CONTRACT PROVIDES FOR OTHERWISE. CUM. PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

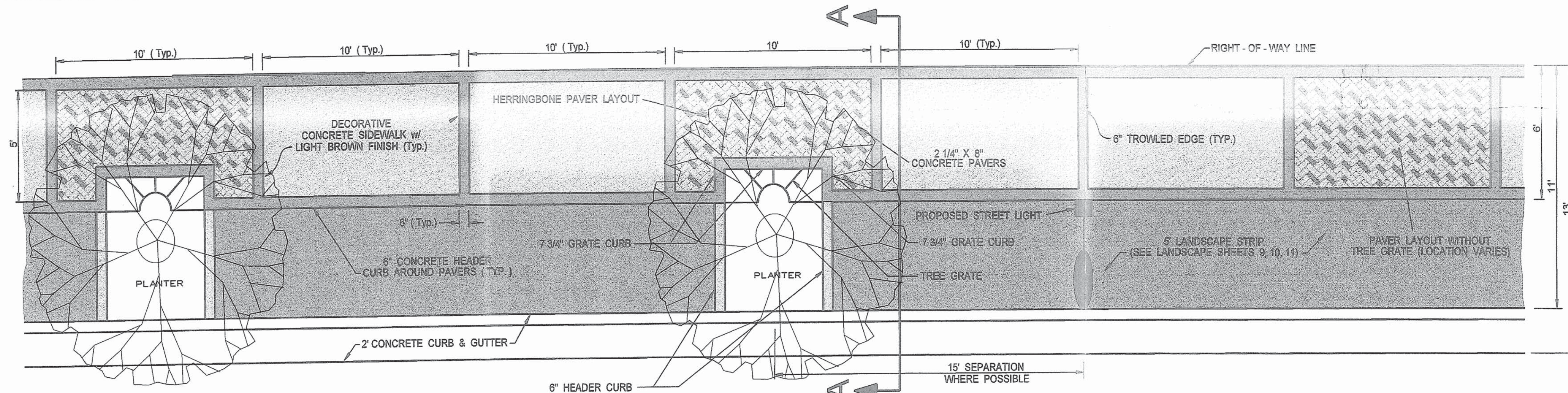
TYPICAL SECTION

scale : 1" = 3'



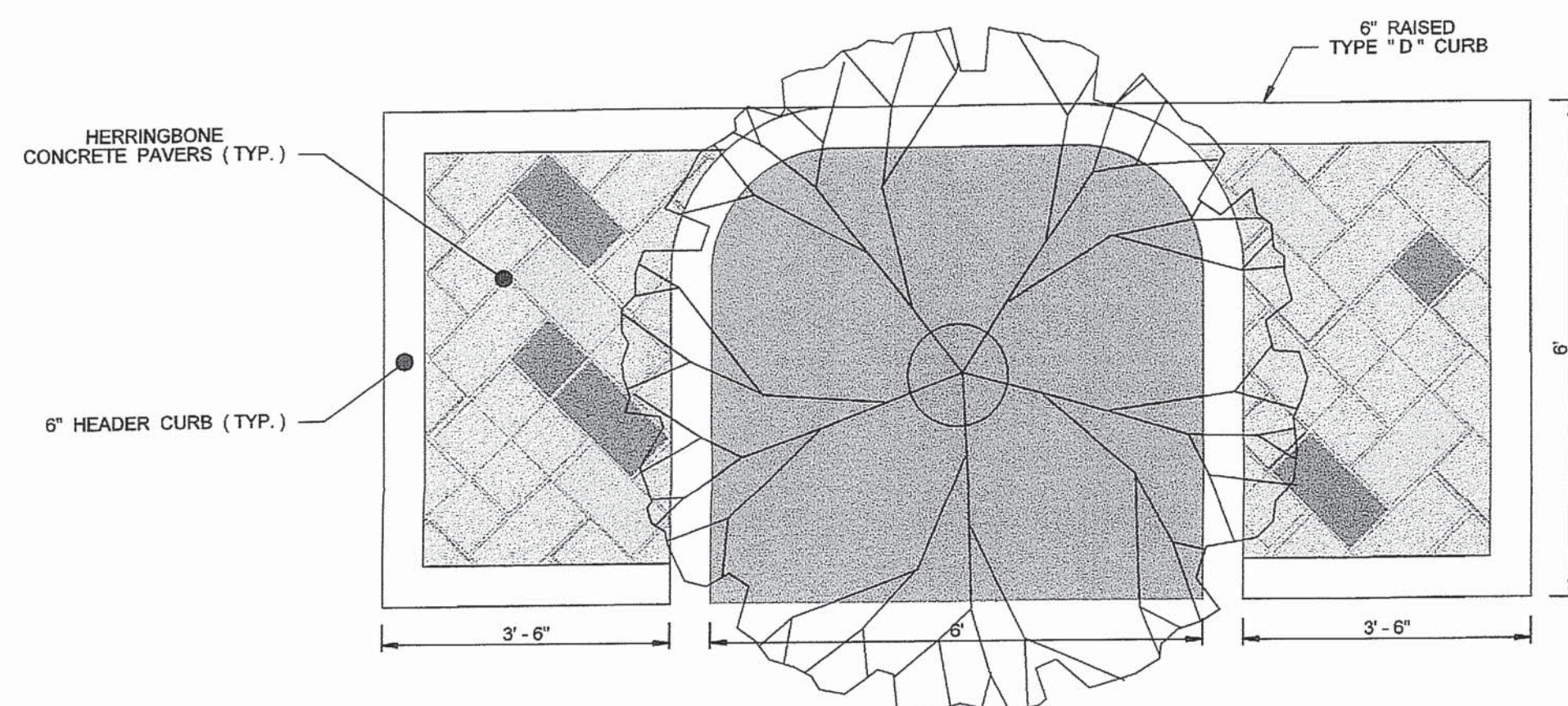
TYPICAL SIDEWALK DETAIL

N.T.S.



TREE ISLAND - EAST SIDE

N.T.S.



LEGEND

- | | |
|---|----------------------------------|
|  | STORMWATER CATCH BASIN |
|  | STORM DRAIN MANHOLE |
|  | TRAFFIC SIGN |
|  | TYPE "D" CURB |
|  | TYPE "F" CURB & GUTTER |
|  | RESURFACING (3/4" THICK) |
|  | COMPACTED SUBGRADE |
|  | 8" LINEROCK BASE |
|  | 1" ASPHALT SURFACE & RESURFACING |
|  | PAVEMENT & BASE REMOVAL |
|  | EXISTING DRAINAGE SYSTEM |
|  | EXISTING WATER MAIN |
|  | EXISTING SANITARY SEWER |
|  | EXISTING BELLSOUTH TELEPHONE |
|  | RIGHT - OF - WAY LINE |

ABBREVIATIONS LEGEND

- B.C.R. BROWARD COUNTY RECORDS
 & CENTERLINE
 C.B.S. CONCRETE BLOCK & STUCCO
 CONC. CONCRETE
 ELEV. ELEVATION
 FND. FOUND
 INV. INVERT
 I.P. IRON PIPE
 I.R. IRON ROD
 LB LICENSED BUSINESS
 O.R.B. OFFICIAL RECORDS BOOK
 (P) PLAT
 P.B. PLAT BOOK
 P.G. PAGE
 POI. OF INTERSECTION
 PSM PROFESSIONAL SURVEYOR & MAPPER
 RCP REINFORCED CONCRETE PIPE
 R/W RIGHT OF WAY
 (S) AS SURVEYED IN THE FIELD
 10" S.S. 10" SANITARY SEWER
 SAN. LAT. SANITARY LATERAL
 EST TELEPHONE
 TYP. TYPICAL
 W/ WITH
 6" W.M. 6" WATER

SYMBOLS LEGEND

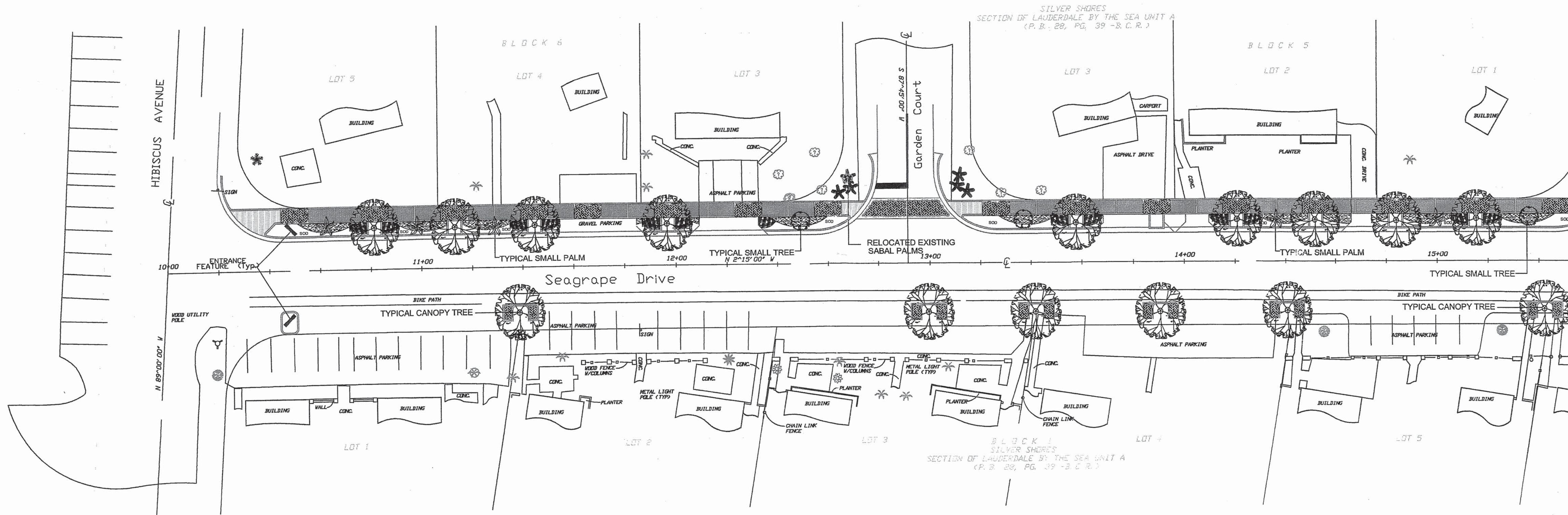
-  AIR CONDITIONING UNIT
 CATCH BASIN
 CONCRETE LIGHT POLE
 CONCRETE UTILITY POLE
 CLEAN OUT
 ELECTRIC BOX
 ELEVATION
 FIRE HYDRANT
 BURIED GAS
 GUY ANCHOR
 METAL LIGHT POLE
 TELEPHONE BOX
 TELEPHONE MANHOLE
 SIGN
 SANITARY SEWER MANHOLE
 TRAFFIC SIGNAL BOX
 TRAFFIC SIGNAL POLE
 WOOD UTILITY POLE
 WOOD UTILITY POLE W/LIGHT
 WATER METER
 WATER VALVE
 VALVE BOX

SYMBOLS LEGEND

- | | |
|---|-------------|
|  | BLACK OLIVE |
|  | FICUS |
|  | OAK |
|  | PALM |
|  | PINE |
|  | SCHEFFELERA |
|  | RUBBER |
|  | UNKNOWN |

LEGEND FOR PLAN SHEETS

N.T.S.



MATCH LINE SEE SHEET L-2

CRAVEN-THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3953 N.W. 63RD STREET, FORT LAUDERDALE, FLORIDA 33309
TEL: (864) 735-8000
FAX: (864) 735-8005

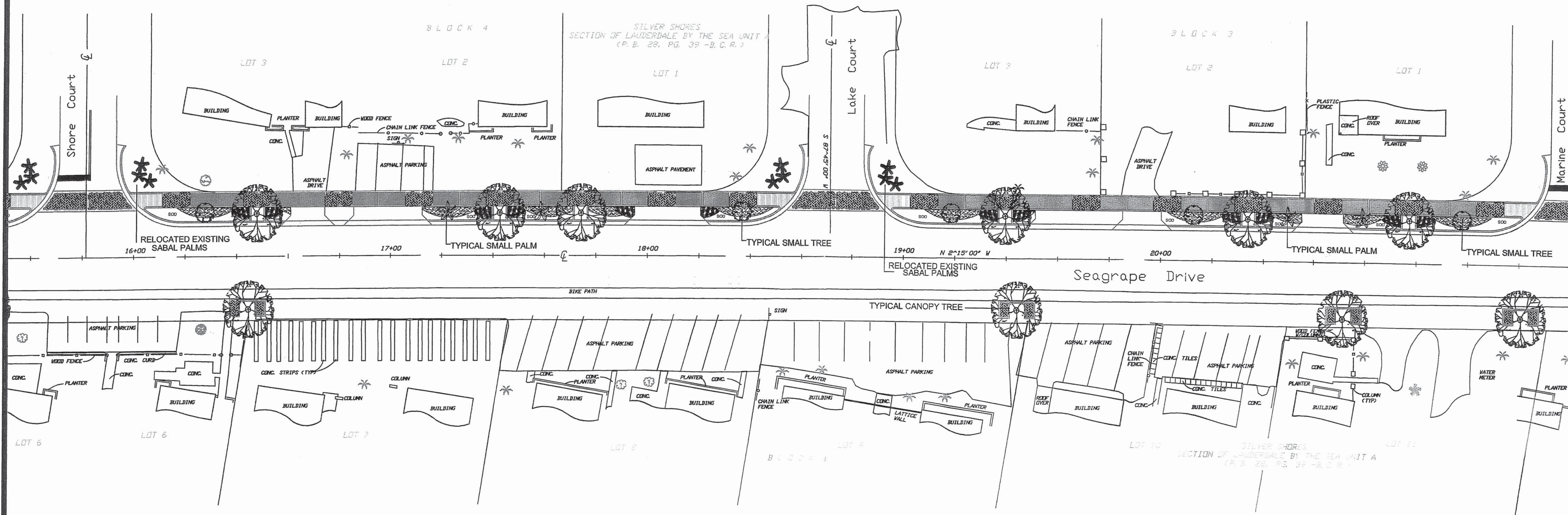
SEAGRAPE DRIVE REDEVELOPMENT
PREPARED FOR:
KELLER, INC.
CONCEPTUAL LANDSCAPE PLAN

FEB 17 2002
PROJECT NO.
02-0010

L-1
SHEET **1** OF **3**

DATE:	2/7/02
SCALE:	1/20
DESIGN BY:	CSC
DRAWN BY:	CSC
CHECKED BY:	JDH
APPROVED BY:	
BY:	
DATE:	
DESCRIPTION:	

MATCH LINE SEE SHEET L-1



MATCH LINE SEE SHEET L-3

SEAGRAPE DRIVE REDEVELOPMENT

PREPARED FOR:
KELLER, INC.

CRAVEN THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3553 N.W. 53RD STREET FORT LAUDERDALE, FLORIDA 33309
TEL: (954) 728-4400
FAX: (954) 728-4400

CONCEPTUAL LANDSCAPE PLAN

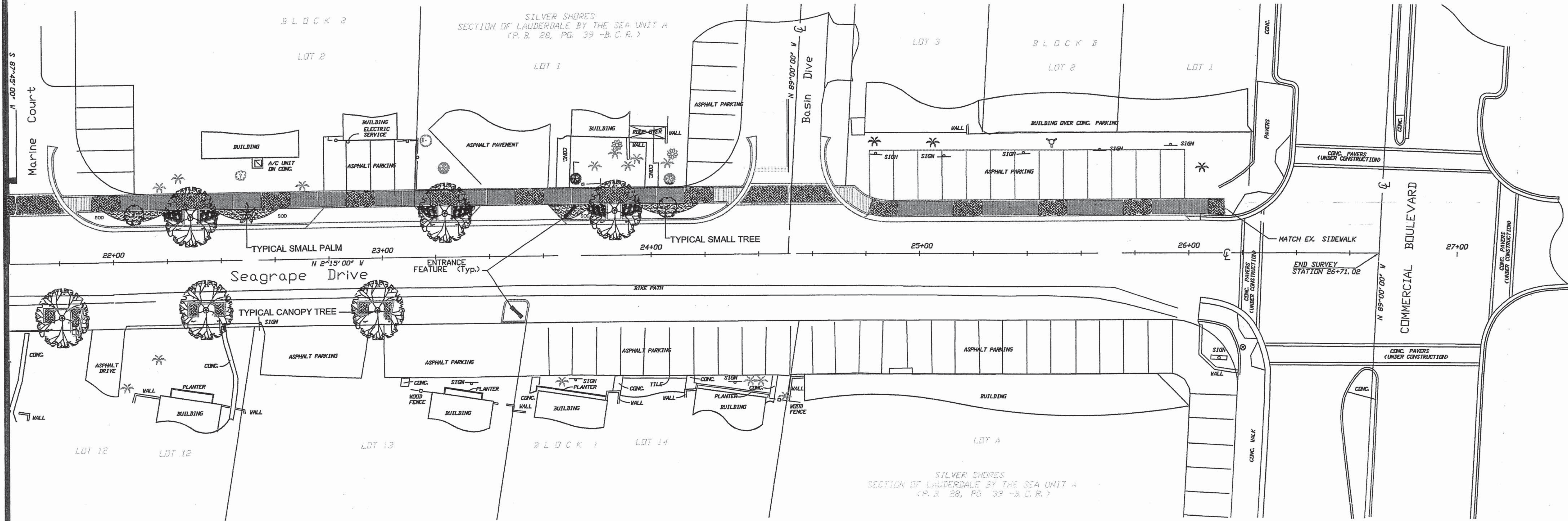
FEB 07 2002
PROJECT NO.
02-0010

L-2

SHEET **2** OF **3**

DATE:	2/7/02
SCALE:	1/20
DESIGN BY:	CSC
DRAWN BY:	CSC
CHECKED BY:	JPH
APPROVED BY:	
DESCRIPTION:	

MATCH LINE SEE SHEET L-2



Scale: 1" = 20'

DATE:	2/7/02
SCALE:	1:20
DESIGN BY:	CSC
DRAWN BY:	CSC
CHECKED BY:	JDH
APPROVED BY:	

GRAVEN-THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 23RD STREET, FORT LAUDERDALE, FLORIDA 33309
TEL: (954) 729-8400
FAX: (954) 729-8409

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SEAGRAPE DRIVE REDEVELOPMENT

PREPARED FOR:
KELLER, INC.

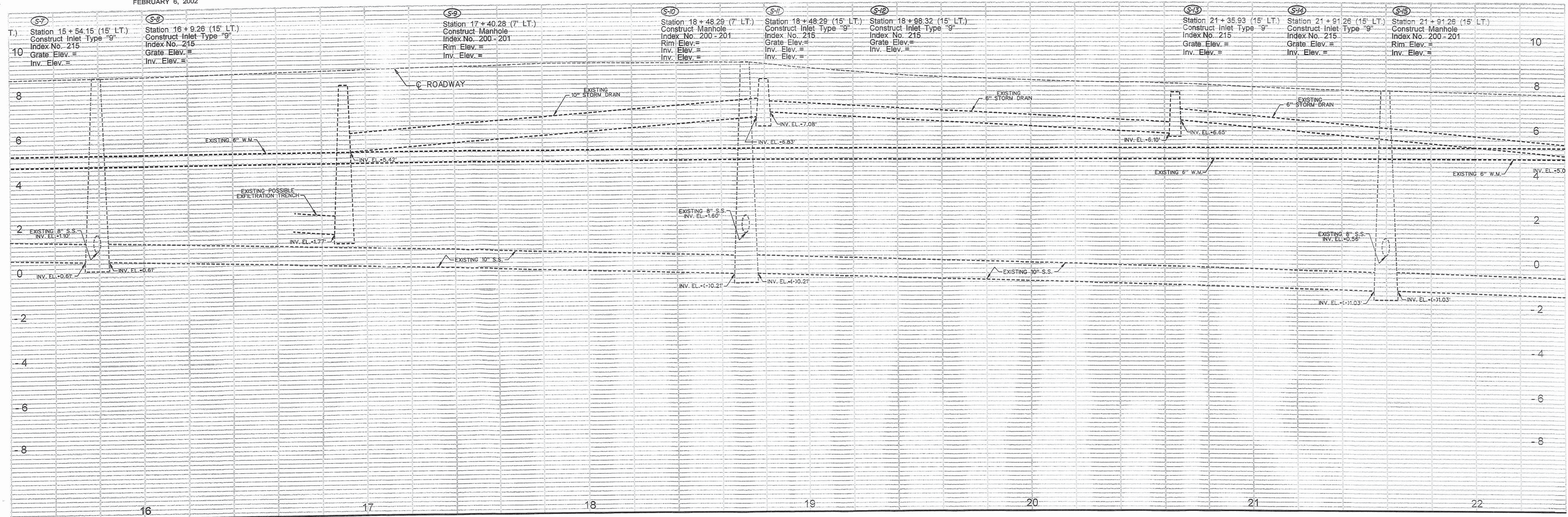
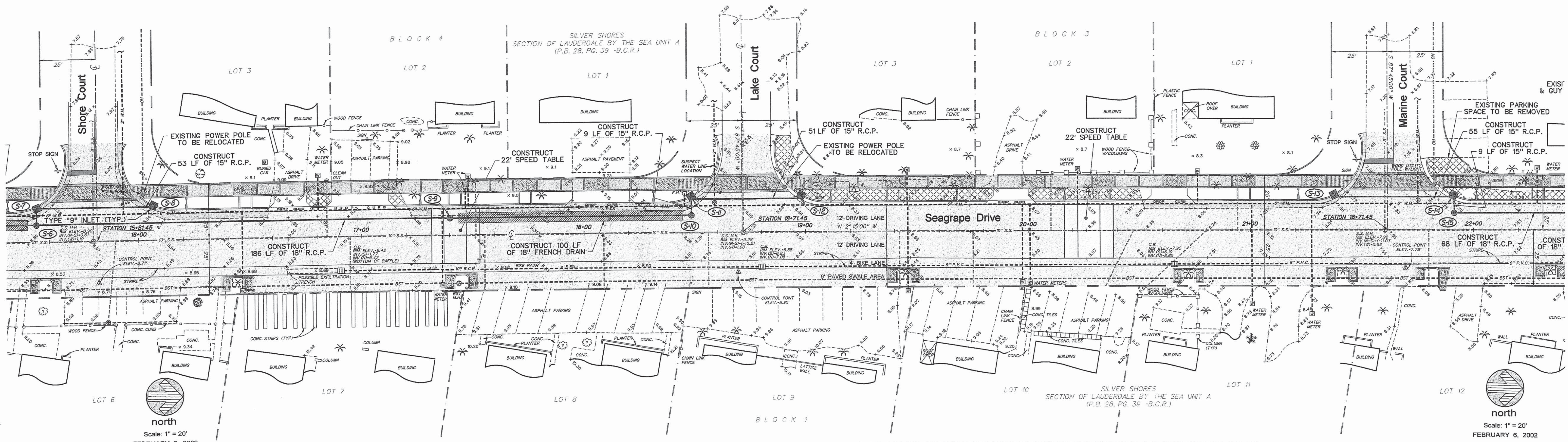
CONCEPTUAL LANDSCAPE PLAN

FEB 07 2002

PROJECT NO.
02-0010

L-3

SHEET **3** OF **3**



Town Commission Regular Meeting Minutes
January 11, 2005

Judy Swaggerty, representing the Chamber of Commerce, provided an update as to the upcoming events in Town. She thanked the members of the Town's Public Works Department for the effort they placed in always ensuring that the Chamber of Commerce looked good.

6. APPROVAL OF MINUTES

- A. December 14, 2004, Agenda Conference
- B. December 14, 2004, Regular Meeting

Vice Mayor Kennedy made a motion, seconded by Commissioner Wessels to approve the minutes of the meetings held on December 14, 2004. In a roll call vote, all voted in favor. The motion carried 5-0.

7. ORDINANCES (2nd Reading) "Public Hearings"

- A. **Ordinance No. 2005-02**; an ordinance of the Town of Lauderdale-By-The-Sea, Florida, amending Chapter 24, Land Development Code to create a new Article IX to be titled: Seagrape Drive Sidewalk Plan; adopting sidewalk design requirements for East Seagrape Drive from Commercial Boulevard to Hibiscus Avenue; requiring conformity to the sidewalk plan as a condition of site development or re-development for properties fronting on Seagrape Drive; providing for a fee in lieu of construction of sidewalk improvements; providing for conflict, severability and an effective date.

Town Attorney Cherof read the ordinance by title.

Mayor Parker opened the public hearing.

Mr. John Thompson, 4900 North Ocean Boulevard, stated that Hibiscus Avenue was referenced on the title of the ordinance, but no language was included within the body of the ordinance. He felt that the information should be included in the text. Attorney Cherof advised that the boundaries of the affected area were detailed in the exhibit attached to the ordinance.

Mayor Parker closed the public hearing.

Attorney Cherof asked that the Commission consider one amendment to the ordinance, on page 2, under Section 24.9.5, stating that the actual dollar amount should be removed and a specific amount be included to represent the total estimated costs for the Seagrape Drive sidewalk improvements.

Town Commission Regular Meeting Minutes
January 11, 2005

Vice Mayor Kennedy made a motion, seconded by Mayor Pro Tem Clark, to approve the amendment as requested by the Town Attorney. In a roll call vote, all voted in favor. The motion carried 5-0.

Vice Mayor Kennedy made a motion, seconded by Mayor Pro Tem Clark, to approve ordinance 2005-02.

Commissioner Wessels asked how redevelopment was being defined for purposes of this ordinance. Attorney Cherof replied that "redevelopment" was defined in the Code. Commissioner Wessels felt that only those properties qualifying under the overlay district should be considered under this ordinance. He did not believe that any property owner developing a single family home would receive any incentives for their improvements under this ordinance.

Commissioner Wessels made a motion, seconded by Mayor Pro Tem Clark, to amend the ordinance to show that those properties required to follow this Code Section had the benefit of the overlay district.

Vice Mayor Kennedy asked if staff had any recommendations concerning this matter. Manager Baldwin advised that the Commission had approved the request for the proposed ordinance. He indicated that the north section of Town had been included in the capital improvements programs; however, he stated that a lot of the survey work would still need to be completed.

In a roll call vote (for the amendment), the motion failed 2-3, with Mayor Parker, Vice Mayor Kennedy, and Commissioner Yanni dissenting. The motion failed 2-3.

In a roll call vote (for approval of the ordinance, as amended), the motion failed 2-3, with Mayor Pro Tem Clark, Commissioner Wessels, and Commission Yanni dissenting. The motion failed 2-3.

Commissioner Wessels made a motion, seconded by Mayor Pro Tem Clark, to reconsider the proposed ordinance. In a roll call vote, the motion carried 4-1, with Commissioner Yanni dissenting. The motion carried 4-1.

Vice Mayor Kennedy made a motion, seconded by Commissioner Wessels, to reconsider the amendment. In a roll call vote, the motion carried 4-1, with Commissioner Yanni dissenting. The motion carried 4-1.

Commissioner Wessels briefly explained his request for the amendment to the ordinance. He emphasized the need to ensure that only those properties that were developed under the overlay district were covered under this ordinance. Some discussion followed.

Town Commission Regular Meeting Minutes
January 11, 2005

Commissioner Wessels made a motion, seconded by Mayor Pro Tem Clark, to amend the ordinance to include language that ensured that the foregoing provisions would only apply to those properties assembled under the overlay district requirements. In a roll call vote, the motion carried 3-2, with Vice Mayor Kennedy and Commissioner Yanni dissenting. The motion carried 3-2.

Vice Mayor Kennedy made a motion, seconded by Mayor Pro Tem Clark, to approve ordinance 2005-02. In a roll call vote, the motion carried 4-1, with Commissioner Yanni dissenting. The motion carried 4-1.

- B. Ordinance No. 2005-03;** an ordinance of the Town of Lauderdale-By-The-Sea, Florida, amending Section 2-143 of the Town of Lauderdale-By-The-Sea Code of Ordinance entitled "Normal Retirement Benefit" to amend the pension plan for Volunteer Firefighters and provide that the minimum of 2% per year benefit accrual shall be effective for retirements after March 1, 2003; providing for codification; providing for conflict; providing for severability; and providing an effective date.

Attorney Cherof read the ordinance by title only.

Mayor Parker opened the public hearing. As no one spoke, the public hearing was closed.

Commissioner Wessels made a motion, seconded by Commissioner Yanni, to adopt ordinance 2005-03. In a roll call vote, all voted in favor. The motion carried 5-0.

- C. Ordinance No. 2005-04;** an ordinance of the Town of Lauderdale-By-The-Sea, Florida, rescinding Ordinance 81 and adopting a new ordinance to honor the Freidt Family and other citizens; renaming Friedt Park and Recreation Center to Municipal Park; naming the playground area "Friedt Family Playground"; naming the soccer field "Firefighters' Field"; naming the tennis courts "Sylvia Neely Tennis Courts"; naming the bocce courts "Spicola Courts"; providing for conflict, severability, and an effective date.

Attorney Cherof read the ordinance by title only.

Mayor Parker opened the public hearing. As no one spoke, the public hearing was closed.

Vice Mayor Kennedy made a motion, seconded by Commissioner Wessels, to adopt ordinance 2005-04. In a roll call vote, all voted in favor. The motion carried 5-0.

ORDINANCE NO. 2024-09

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30, “UNIFIED LAND DEVELOPMENT REGULATIONS,” OF THE TOWN’S CODE OF ORDINANCES BY REPEALING ARTICLE XI “SEAGRAPE DRIVE SIDEWALK PLAN,” FROM THE TOWN’S CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) Commission recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town’s regulations are current and consistent with the Town’s regulatory needs; and

WHEREAS, on January 11, 2024, the Town adopted Ordinance No. 2005-02, creating Article XI, titled “Seagrape Drive Sidewalk Plan,” of Chapter 30, Unified Land Development Regulations,” of the Town Code of Ordinances (the “Town Code”) to provide guidelines for sidewalk improvements along Seagrape Drive; and

WHEREAS, the Town Commission has determined that the Seagrape Drive Sidewalk Plan is no longer necessary or applicable due to changing development patterns and priorities within the Town; and

WHEREAS, the repeal of Chapter 30, “Unified Land Development Regulations,” Article XI, “Seagrape Drive Sidewalk Plan,” will allow for more flexible and modernized development standards for the Seagrape Drive corridor; and

WHEREAS, the Town desires to amend Chapter 30, “Unified Land Development Regulations,” Article XI, “Seagrape Drive Sidewalk Plan,” of the Town Code of Ordinances to reflect current policies, and provide consistency with Town objectives; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to repeal Chapter 30, “Unified Land Development Regulations,” Article XI, “Seagrape Drive Sidewalk Plan,” from the Town Code of Ordinances in its entirety.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF
THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:**

Section 1. **Recitals.** The foregoing “Whereas” clauses are ratified and confirmed as being true, correct and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance.

Section 2. **Repeal.** That Chapter 30, “Unified Land Development Regulations,” Article XI, “Seagrape Drive Sidewalk Plan,” of the Town Code is hereby repealed as follows¹:

* * * * *

Chapter 30 – UNIFIED LAND DEVELOPMENT REGULATIONS

* * * * *

~~Article XI – SEAGRAPE DRIVE SIDEWALK PLAN~~

~~Sec. 30-571. Adopted.~~

The Town Commission adopts the Seagrape Drive Sidewalk Improvement Plan as the official design and construction guidelines for sidewalks on the east side of the Seagrape Drive right-of-way. A copy of the plan is attached to this Ord. No. 2005-02 as Exhibit "A." Amendments to the plan set may be made by resolution.

~~Sec. 30-572. Applicability of plan.~~

~~All development or redevelopment of property which has a common boundary with the right-of-way of Seagrape Drive shall contain construction design elements for a frontage sidewalk which conforms with the construction design elements shown on the Seagrape Drive Sidewalk Improvement Plan.~~

¹ Strikethrough words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

~~Sec. 30-573. Site plan requirements and conditions of approval.~~

~~An application for development or redevelopment of a property along Seagrape Drive shall be accompanied by a site plan which clearly depicts design elements which conform with the design elements shown on the Seagrape Drive Sidewalk Improvement Plan. All development orders of the Town Commission for properties along Seagrape Drive shall contain a condition of approval requiring compliance with the sidewalk improvement plan.~~

~~Sec. 30-574. Compatibility with plan required for permit issuance.~~

~~No permit shall be issued for building or development activity if the work to be performed will result in construction inconsistent with the Seagrape Drive Sidewalk Improvement Plan. Administrative decisions to deny a permit based on incompatibility with the sidewalk improvement plan may be appealed to the Town Commission which shall conduct a quasi-judicial hearing to determine if the decision of the administrator should be sustained, reversed, or modified. A decision of the Town Commission constitutes final action and is subject to review by writ of certiorari to a court of competent jurisdiction.~~

~~Sec. 30-575. Payment of fee in lieu of constructing sidewalk improvements.~~

~~A property owner may, at the discretion of the Town Commission, be required to pay a fee in lieu of constructing actual sidewalk improvements, when the Commission determines that construction of the required sidewalk should be deferred to be coordinated with additional sidewalk improvements on Seagrape Drive. The fee shall be determined on a front footage basis, whereby the front footage of the property shall be multiplied by _____, (which represents the total estimated cost of the Seagrape Drive sidewalk improvements, divided by the total number of frontage feet for the project, as certified by the Town Consulting Engineer).~~

* * * * *

Section 3. Codification. This Ordinance shall be codified in accordance with the

foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article" or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

Section 6. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on first reading, this 22nd day of October, 2024.

Passed and adopted on the second reading, this 10th day of December, 2024.

MAYOR EDMUND MALKOON

	First Reading	Second Reading
Mayor Malkoon	<u>YES</u>	_____
Vice-Mayor Strauss	<u>YES</u>	_____
Commissioner Pouloupoulos	<u>YES</u>	_____
Commissioner DeNapoli	<u>YES</u>	_____
Commissioner Graziano	<u>YES</u>	_____

ATTEST:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

117

118 APPROVED AS TO FORM:

119

120

121

122 _____
Susan L. Trevarthen, Town Attorney

123

124



Agenda Item No: 18.a.

Town Commission Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Courtney Easley, Assistant to Town Manager, Jhanelle Campbell,
Development Services Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2024-40: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, UPDATING THE DEVELOPMENT REVIEW FEE SCHEDULE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

Explanation: This memorandum outlines recommended increases to the Town's Development Services fees that were last substantially updated in 2015. The recommended fee increases account for inflation, increased operational costs and will ensure the Town's continued ability to provide high-quality service.

Section 30-4 of the Town code allows the Town to charge reasonable fees for the administrative processing and the consultant costs that are attributable for the Town's contractors to review and process individual development applications. For this reason, the fee schedule, as adopted, requires an administrative fee and also a consultant deposit when the Town relies on a consultant for review purposes. In the instances where consultant review is not necessary, no deposit will be required. Proposed fee increases are listed in Table 1 below.

Table 1

Development Review Services Permit Fee Schedule		
	Type of Activity, Permit or License	Fee
Chapter 6 - Engineering Fees		
1.	Engineering Plans (Section 6-73)	

1a.	Projects up to \$100,000.00	\$300
1b.	Projects \$100,000.01 – \$300,000.00	\$500
1c.	Projects over \$300,000.01	\$800
2.	Public ROW/Utility Easements (Section 6-74)	4% of estimated construction price with minimum fee of \$400
3.	ROW Re-Inspection Fee	\$100 <u>\$150</u>
Chapter 6 - Portable Storage Unit Provisions		
4.	Permit application: Single family/duplex zoning	\$25.00 <u>\$35</u>
5.	Permit application: Multi-family, commercial or PUD	\$50.00 <u>\$ 75</u>
Chapter 6 - Extension of Construction Time Limits		
6.	Extension Application	\$500
Chapter 14.5 - Vending/Soliciting		
7.	Vendor's application fee	\$75
8.	Annual Vendor's License fee	\$75
Chapter 17 - Vacating or abandoning streets, alleys or other dedicated property		
9.	Application fee per abandonment	\$500.00 <u>\$500/ plus \$400 deposit</u>
17.	Administrative Adjustment	
17a.	Level 1	\$150 /plus deposit \$250 <u>\$300.00</u>
17b.	Level 2	\$350 /plus deposit <u>\$400</u>
18.	Architectural Review (30-951)	\$0/plus deposit \$250
19.	Appeals of Administrative Decisions	-
19a.	Appeal of a Level 1 Development Review Decision	\$200/ plus deposit \$400
19b.	Appeals of Administrative Decision	\$350/ plus deposit \$400

	(single family)	
19c.	Appeals of all other Administrative Decisions	\$900/ plus deposit \$400
19d.	Appeal from Revocation or Suspension of Vacation Rental Certificate or of Vacation Resident Agent Status	\$500 <u>\$700</u> / plus deposit \$400
20.	Conditional Use	\$500 <u>\$600</u> /plus deposit \$400
20a.	Conditional Use – Sign	<u>\$125</u> \$100 /plus deposit \$250
20b.	Conditional Use Level 1 Amendment	<u>\$125</u> \$100 /plus deposit \$250
20c.	Conditional Use Level 2 Amendment	<u>\$250</u> \$150 /plus deposit \$400
20d.	Conditional Use Transfer Fee	\$100
21.	Flex Allocation/Reserve	\$150 <u>\$250</u>
22.	Landscape Permit	
22a.	Single Family/Duplex	\$30 <u>\$50</u>
22b.	Multi-family, Hotel or Commercial	<u>\$100</u> \$50 /plus deposit \$250
23.	Land Use Plan Amendment	<u>\$1200</u> \$900 /plus deposit \$400
24.	Parking Reduction	-
24a.	Level 1	\$250 /plus deposit \$250
24b.	Level 2	\$400 /plus deposit \$2,000
25.	Parking Other Than On-site Review	\$250/plus deposit \$250
26.	Payment in Lieu of Parking (PILOP) Application fee Credited to PILOP payment	\$350/ plus deposit \$400
27.	Planned Unit Development	\$1,800/plus deposit \$2,000
28.	Plat	<u>\$1500</u> \$900 /plus deposit \$2,000
29.	Request for Extension of Development Permit	\$150 <u>\$250</u>
30.	Rezoning	\$900 <u>\$1,800</u> /plus deposit \$2,000
31.	Right-of-Way Encroachment License	\$150
32.	Sign (Zoning Review)	
32a.	Permanent (window, wall, etc...)	\$50 <u>\$85</u>
32b.	Temporary Sign (banners)	\$30 <u>\$50</u>
32c.	Permit application – work w/o permit	Double fee
32d.	Removal of illegal signs from ROW	\$10- <u>\$25</u> per sign (Town will hold sign for no more than 7 days, after which

		such signs shall be discarded)
33.	Site Plan	
33a.	New submittal	\$1200 \$900 /plus deposit \$2,600
33b.	Level 1 Modification	\$300 \$150 /plus deposit \$250
33c.	Level 2 Modification	½ cost of site plan application/plus deposit \$1,000
34.	Vacation and Short Term Rentals Certificate	
34a.	Vacation Rental (single family and townhome)	
1.	Registration Application	\$750 \$850
2.	Renewal	\$500 \$600 (short term rental renewal for FY18 waived)
3.	Re-Inspections and No Show Inspections (Each discipline)	\$75 \$150
4.	<u>Change of agent fee</u>	\$50
34b.	Short Term Rental (2, 3 and 4 unit)	
1.	Registration Application	
.	First unit	\$750 \$850
	Each additional unit (submitted with the first unit)	\$300 \$350
2.	Renewal	
	First Unit	\$500 \$600
	Each additional unit (submitted with the first)	\$200 \$250
3.	Re-Inspections and No Show Inspections (Each discipline)	\$75 \$150
4.	<u>Change of Agent Fee</u>	\$50.00
35.	Variances	-
35a.	Variance Application, single family	\$500 \$350 /plus deposit \$400
35b.	Variance Application, all other	\$1300 \$900 /plus deposit \$400 \$500
36.	Vested Rights Determination	\$250 \$150 /plus deposit \$400
37.	Zoning Letter	\$125 \$55
38.	Zoning Relief Request	\$500 \$750
CODE MITIGATION (Resolution 2014-22)		
	Type of Activity, Permit or License	Fee
40.	Application to the Town Commission for	\$500 \$750 application plus

	Code Lien and Fine Mitigation)	payment of all unpaid code compliance administrative fees properties owned by the applicant. Fee includes the release of mitigated liens.
41.	Application to the Town Manager for Code Lien and Fine Mitigation	\$150 \$200 application plus payment of all unpaid code compliance administrative fees on properties owned by the applicant.
Miscellaneous		
43.	Lien Letters	
43a.	Lien Letter (issued w/in 10 business days)	\$50 <u>\$75</u>
43b.	Expedited Lien Letter (issued within 3 business days)	\$150 <u>\$200</u>
44.	Plan Copies	\$30 due at time of request, plus any additional copy charges incurred are due at pickup
45.	Code Appeal	\$500 plus administrative fee as established by the Special Magistrate
46.	<u>Zoning Questions</u>	<u>First 2 Zoning questions are answered free of charge. All subsequent zoning questions answered at \$50 per question</u>
<u>47.</u>	<u>Research</u>	<u>\$90 per hour</u>

Recommendation: Approve Resolution 2024-40 (Exhibit 1), which includes the Development Review Services Permit Fee Schedule.

Exhibits:

1. Ex 1. Fee Resolution 2024-40

Exhibit 1

RESOLUTION 2024-40

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA, ADOPTING AN UPDATED
DEVELOPMENT REVIEW SERVICES PERMIT FEE
SCHEDULE; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; 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 April 9, 2013, the Town Commission adopted Resolution No. 2013-15, setting land development application, permit, and license fees; and

WHEREAS, On August 20, 2013, the Town Commission adopted Resolution No. 2013-35, which amended the Development Review Permit and License Fee Schedule to include newly adopted application procedures as well as several existing applications which did not have a fee associated with them but required significant work by the Town; and

WHEREAS, On November 12, 2013, the Town Commission adopted Resolution No. 2013-46 amending the Development Review Permit and License Fee Schedule to set fees for permit extensions and new development procedures; and

Exhibit 1

29 **WHEREAS**, On September 23, 2014, the Town Commission adopted Resolution
30 No. 2014-20, revising fees for the Rental of Jarvis Hall and adopting and combining fees
31 for Parks and Special Events; and

32 **WHEREAS**, on September 23, 2014, the Town Commission adopted Resolution
33 No. 2014-30 amending the Development Review Permit and License Fee Schedule to
34 consolidate fees and include missing fees; and

35 **WHEREAS**, on February 10, 2015, the Town Commission adopted Resolution
36 No. 2015-05, which included fees related to Medical Marijuana Permits, Street Performers,
37 and Vending pursuant to Ordinances No. 2014-15, 2015-01, and 2015-02, respectively,
38 and updated the Development Review Permit and License Fee Schedule to establish
39 additional fees for permits or reviews requiring Town staff and resources; and

40 **WHEREAS**, on June 9, 2015, the Town Commission adopted Resolution 2015-19,
41 which established deposits for development review applications and fees for the removal
42 and storage of sidewalk café furniture; and

43 **WHEREAS**, on December 8, 2015, the Town Commission adopted Resolution No.
44 2015-52, which added deposits required for cost recovery fees and increased costs for
45 landscape applications and release of unpaid liens; and

46 **WHEREAS**, on May 24, 2016, the Town Commission adopted Resolution No.
47 2016-20, which included an application fee for Right-of Way encroachments and increased
48 vacation rental application and renewal fees to more accurately reflect the costs of
49 application processing and monitoring of the vacation rental properties; and

50 **WHEREAS**, on November 15, 2016, the Town Commission adopted Resolution
51 No. 2016-34, which categorized and structured its fee categories based on the
52 implementing department and adopted separate fee resolutions first for programs

Exhibit 1

implemented by Development Services and second, by separate resolution, the Special Events Department; and

WHEREAS, on April 23, 2017, the Town Commission adopted Resolution No. 2017-13 to add an application fee for Payment in Lieu of Parking (PILOP) to cover application review for PILOP requests and an application fee for short term rentals to cover application review; and

WHEREAS, on June 13, 2017, the Town Commission amended the short-term rental application and renewal fees to more accurately depict the costs associated with processing these applications; and

WHEREAS, on September 13, 2017, the Town deleted the fees associated with medical marijuana permits and uses which are no longer allowed in the Town; and

WHEREAS, on September 13, 2017, the Town deleted the annual sidewalk café permit fees and added a fee notice for FDOT permits for sidewalk cafés on FDOT right-of-way; and

WHEREAS, on September 13, 2017, the Town added deposit requirements for several of the applications and increased the application for conditional use to more accurately depict the costs associated with processing these applications; and

WHEREAS, on December 12, 2017, the Town added a fee for lien mitigation applications which are to be reviewed by the Town Manager as established by Resolution No. 2014-22; and

WHEREAS, on September 13, 2021, the Town added a fee for cleaning of the sidewalk five times per week to cover the cost of sidewalk maintenance in areas utilized by restaurant owners for outdoor seating; and

Exhibit 1

WHEREAS, the Town would like to update its Development Services Fee Schedule with increased fees to account for inflation, increased operating costs, fiscal sustainability and compliance with best practices; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

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

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

Section 2. Fees. Pursuant to Section 1-13, Lauderdale-By-The-Sea Code of Ordinances, the Fee Schedule for Development Review Services Permit is hereby amended as follows¹:

Development Review Services Permit Fee Schedule		
	Type of Activity, Permit or License	Fee
Chapter 6 - Engineering Fees		
1.	Engineering Plans (Section 6-73)	
1a.	Projects up to \$100,000.00	\$300.00
1b.	Projects \$100,000.01 – \$300,000.00	\$500.00
1c.	Projects over \$300,000.01	\$800.00
2.	Public ROW/Utility Easements (Section 6-74)	4% of estimated construction price with minimum fee of \$400
3.	ROW Re-Inspection Fee	\$100 <u>\$150</u>

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

Exhibit 1

Chapter 6 - Portable Storage Unit Provisions		
4.	Permit application: Single family/duplex zoning	\$25.00 <u>\$35.00</u>
5.	Permit application: Multi-family, commercial or PUD	\$50.00 <u>\$ 75.00</u>
Chapter 6 - Extension of Construction Time Limits		
6.	Extension Application	\$500.00
Chapter 14.5 - Vending/Soliciting		
7.	Vendor's application fee	\$75.00
8.	Annual Vendor's License fee	\$75.00
Chapter 17 - Vacating or abandoning streets, alleys or other dedicated property		
9.	Application fee per abandonment	\$500.00 <u>\$500.00/ plus \$400 deposit</u>
Chapter 30 - Development Review		
	Type of Activity, Permit or License	Fee/ Cost Recovery Deposit
17.	Administrative Adjustment	
17a.	Level 1	\$150 /plus deposit \$250 <u>\$300.00</u>
17b.	Level 2	\$350 /plus deposit \$400
18.	Architectural Review (30-951)	\$0/plus deposit \$250
19.	Appeals of Administrative Decisions	
19a.	Appeal of a Level 1 Development Review Decision	\$200/ plus deposit \$400
19b.	Appeals of Administrative Decision (single family)	\$350/ plus deposit \$400
19c.	Appeals of all other Administrative Decisions	\$900/ plus deposit \$400

Exhibit 1

19d.	Appeal from Revocation or Suspension of Vacation Rental Certificate or of Vacation Resident Agent Status	\$500 <u>700</u> / plus deposit \$400
20.	Conditional Use	\$500 <u>\$600.00</u> /plus deposit \$400
20a.	Conditional Use – Sign	<u>\$125</u> \$100 /plus deposit \$250
20b.	Conditional Use Level 1 Amendment	<u>\$125</u> \$100 /plus deposit \$250
20c.	Conditional Use Level 2 Amendment	<u>\$250</u> \$150 /plus deposit \$400
20d.	Conditional Use Transfer Fee	\$100
21.	Flex Allocation/Reserve	\$150 <u>\$250</u>
22.	Landscape Permit	
22a.	Single Family/Duplex	\$30 <u>\$50</u>
22b.	Multi-family, Hotel or Commercial	<u>\$100</u> \$50 /plus deposit \$250
23.	Land Use Plan Amendment	<u>\$1200</u> \$900 /plus deposit \$400
24.	Parking Reduction	
24a.	Level 1	\$250 /plus deposit \$250
24b.	Level 2	\$400 /plus deposit \$2,000
25.	Parking Other Than On-site Review	\$250/plus deposit \$250
26.	Payment in Lieu of Parking (PILOP) Application fee Credited to PILOP payment	\$350/ plus deposit \$400
27.	Planned Unit Development	\$1,800/plus deposit \$2,000
28.	Plat	<u>\$1,500</u> \$900 /plus deposit \$2,000
29.	Request for Extension of Development Permit	\$150 <u>\$250</u>
30.	Rezoning	\$900 <u>\$1,800.00</u> /plus deposit \$2,000
31.	Right-of-Way Encroachment License	\$150
32.	Sign (Zoning Review)	
32a.	Permanent (window, wall, etc...)	\$50 <u>\$85</u>
32b.	Temporary Sign (banners)	\$30 <u>\$50</u>
32c.	Permit application – work w/o permit	Double fee
32d.	Removal of illegal signs from ROW	\$10 <u>25</u> per sign (Town will hold sign for no more than 7 days, after which such signs shall be discarded)
33.	Site Plan	
33a.	New submittal	<u>\$1,200</u> \$900 /plus deposit \$2,600

Exhibit 1

33b.	Level 1 Modification	\$300 \$150 /plus deposit \$250
33c.	Level 2 Modification	½ cost of site plan application/plus deposit \$1,000
34.	Vacation and Short Term Rentals Certificate	
34a.	Vacation Rental (single family and townhome)	
1.	Registration Application	\$750 850
2.	Renewal	\$500 600 (short term rental renewal for FY18 waived)
3.	Re-Inspections and No Show Inspections (Each discipline)	\$75
4.	<u>Change of agent fee</u>	<u>\$50</u>
34b.	Short Term Rental (2, 3 and 4 unit)	
1.	Registration Application	
	First unit	\$750 850
	Each additional unit (submitted with the first unit)	\$300 <u>350</u>
2.	Renewal	
	First Unit	\$500 600
	Each additional unit (submitted with the first)	\$200 <u>250</u>
3.	Re-Inspections and No Show Inspections (Each discipline)	\$75 \$150
4.	<u>Change of Agent Fee</u>	<u>\$50.00</u>
35.	Variances	
35a.	Variance Application, single family	\$500 \$350 /plus deposit \$400
35b.	Variance Application, all other	\$1,300 \$900 /plus deposit \$400 <u>\$500</u>
36.	Vested Rights Determination	\$250 \$150 /plus deposit \$400
37.	Zoning Letter	\$125 \$55
38.	Zoning Relief Request	\$500 \$750

89

CODE MITIGATION (Resolution 2014-22)		
	Type of Activity, Permit or License	Fee
40.	Application to the Town Commission for Code Lien and Fine Mitigation)	\$500 \$750 application plus payment of all unpaid code compliance administrative fees properties owned by the applicant. Fee includes the release of mitigated liens.

Exhibit 1

41.	Application to the Town Manager for Code Lien and Fine Mitigation	\$150 \$200 application plus payment of all unpaid code compliance administrative fees on properties owned by the applicant.
MISCELLANEOUS		
43.	Lien Letters	
43a.	Lien Letter (issued w/in 10 business days)	\$50 <u>\$75</u>
43b.	Expedited Lien Letter (issued within 3 business days)	\$150 <u>\$200</u>
44.	Plan Copies	\$30 due at time of request, plus any additional copy charges incurred are due at pickup
45.	Code Appeal	\$500 plus administrative fee as established by the Special Magistrate
<u>46.</u>	<u>Zoning Questions</u>	<u>First 2 Zoning questions are answered free of charge. All subsequent zoning questions answered at \$50 per question</u>
<u>47.</u>	<u>Research</u>	<u>\$90 per hour</u>

90

91 **Section 3.** **Conflict.** Resolution 2021-67 specifically, and all resolutions or
92 parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent
93 of such conflict.

94 **Section 4.** **Severability.** The provisions of this Resolution are declared to be
95 severable and if any section, sentence, clause or phrase of this Resolution shall for any
96 reason be held to be invalid or unconstitutional, such decision shall not affect the validity
97 of the remaining sections, sentences, clauses, and phrases of this Resolution, but they shall
98 remain in effect, it being the legislative intent that this Resolution shall stand
99 notwithstanding the invalidity of any part.

100 **Section 5.** **Effective Date.** This Resolution shall become effective upon
101 passage and adoption.

Exhibit 1

102 **PASSED AND ADOPTED** this ___ day of December, 2024.

103

104

MAYOR EDMUND MALKOON

105 **ATTEST:**

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107

108 Katrina Adler, Town Clerk

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110

111 **Approved as to form:**

112

113

114 Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: December 10, 2024

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2024-61: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH REP SERVICES, INC. FOR THE PURCHASE OF SURFACE MATERIAL FOR THE FENCED PLAYGROUND AREA OF FRIEDT PARK UTILIZING THE TERMS AND CONDITIONS OF THE CLAY COUNTY SCHOOL DISTRICT INVITATION TO BID NO. 2023/2024-074; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: At their October 8th meeting, the Commission authorized the purchase of new playground equipment for Friedt Park. We have ordered the equipment and expect to schedule installation in the summer of 2025. The remaining decisions for the park are to select 1) the design and 2) the surface material for the fenced playground area.

1. Surface

The playground surface options are poured-in-place rubber or synthetic turf. The advantages and disadvantages of selecting each surface are outlined in Table 1 below. Samples are available in town hall and will be brought to the Commission meeting for your review.

Table 1

Surface Type	Advantages	Disadvantages
Poured-In-Place Rubber	• Attractive and aesthetically pleasing • Many design options • Low maintenance requirements • High longevity • Environmentally friendly using recycled rubber tires	• Weather-dependent installation • More challenging to repair or add/change playground elements • Must be regularly swept of debris or vacuum-cleaned to prevent compaction

Synthetic Turf	• Looks natural and clean • Cooler surface temperatures • Available in a wide variety of colors and densities • Moderate maintenance requirements • Moderate longevity • Durable and able to withstand heavy traffic	• Requires regular maintenance to remove debris/address any odor issues.
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2. Playground Surface Design

Once the surface type is selected, the Commission needs to select the design. We have asked our consultants to provide two options for your consideration. When selecting, there is a negligible difference between the two surfaces regarding maintenance.

1. The more detailed pattern will not affect overall maintenance of either surface. Any repair needed, whether a simple or complex pattern, could be noticeable due to aging of either surface over time.

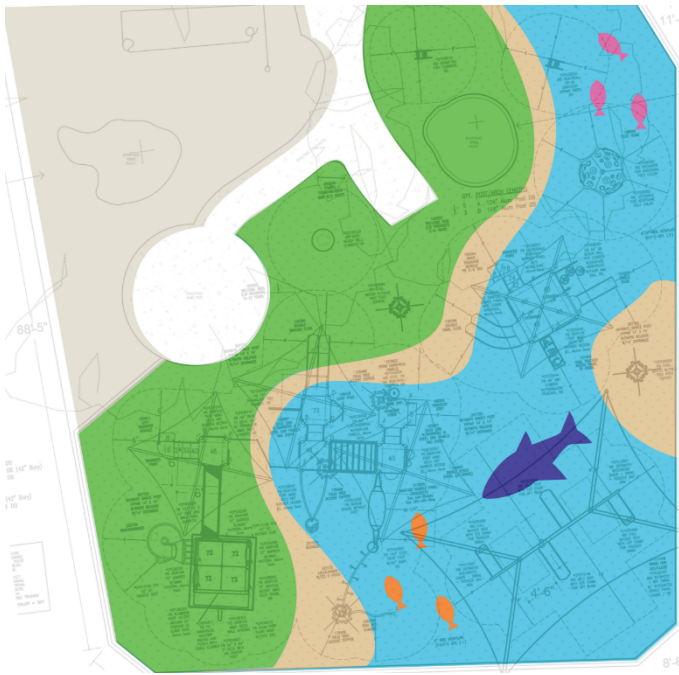
PIP/TURF OPTION 1:





PIP/TURF OPTION 2:





Costs	Simple Design (Option 1)	Detailed Design (Option 2)
Turf	\$141,825.60	\$161,769.64
Poured in Place	\$169,536.80	\$182,926.80

The amount budgeted for the project was \$725,000 in account 300-577100-500630 Capital Projects - Friedt Park. In addition, we received \$200,000 in grant money from FRDAP-Florida Recreation Development Assistance Program, which is in account 300-576305-500630 Capital Projects-Resilient Florida Program, for a total of \$925,000. At the October 22, 2024, Commission Meeting, the Commission approved the purchase of the playground equipment for \$594,211.68, leaving a balance of 330,788.32 to be utilized for the playground surface. All the proposed options fall below budget.

Recommendation: Approve Resolution 2024-61. Authorizing the Town Manager to execute an agreement with Rep Services, Inc. for purchase of Playground Surface Material utilizing the Clay County School District Contract of Award Agreement No. 2023/2024-74.

Exhibits:

1. Resolution 2024-61 Rep Services Playground Surface

RESOLUTION NO. 2024-61

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH REP SERVICES, INC. FOR THE PURCHASE OF SURFACE MATERIAL FOR THE FENCED PLAYGROUND AREA OF FRIEDT PARK UTILIZING THE TERMS AND CONDITIONS OF THE CLAY COUNTY SCHOOL DISTRICT INVITATION TO BID NO. 2023/2024-074; 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”) desires to enhance its park facilities by selecting the design and surface material for the fenced area of Friedt Park (the “Project”); and

WHEREAS, Clay County School District (the “School District”), entered into an agreement with REP Services, Inc. (the “Contractor”), pursuant to the School District Invitation To Bid No. 2023/2024-074 for park and playground surface material (the “School District 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 School District 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 School District 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 _____, 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 REP SERVICES, 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 REP Services Inc. (the "Contractor").

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with the Contractor (the "Agreement") for the purchase of the design and surface material for the fenced area of Friedt Park (the "Project"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between Clay County School District (the "School District") and the Contractor as set forth in the School District Invitation To Bid No. 2023/2024-074, attached hereto and incorporated herein as Exhibit "1" (the "School District Contract"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and School District 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 School District Contract, attached hereto as Exhibit "1," 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 School District Contract, the order of priority shall be: this Agreement, and the School District Contract.

The following additional provisions are included:

- A. The "Town of Lauderdale-By-The-Sea" and "the Town" shall be deemed substituted for "Clay County School District" with regard to any and all

provisions of the School District 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 School District, 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 "2," in an amount not to exceed \$182,926.80 (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: REP SERVICES, INC.
 Attn: President
 165 W. Jessup Ave.
 Longwood, FL 32750-4146

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:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

REP SERVICES, INC.

Linda Connors, Town Manager

Date:_____

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.

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.

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 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.

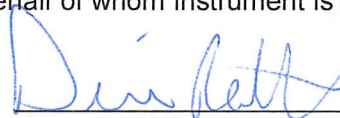
By signing below, I hereby affirm under penalty of perjury that:

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 Rep Services, Inc., a nongovernmental entity.
3. Rep Services, Inc. does not use coercion for labor or services as defined in the relevant section of the law.


OATH OR AFFIRMATION

State of Florida
County of SEMINOLE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of December, 2024, by Bill Geary
(name of person) as Vice President (type of authority) for
Rep Services, Inc. (name of party on behalf of whom instrument is executed).



Notary Public (Print, Stamp, or Type as
Commissioned)

- x ☐ 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.

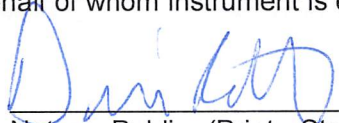
This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

1. Rep Services, Inc. ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.


OATH OR AFFIRMATION

State of Florida
County of SEMINOLE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of December, 2024, by Bill Geary
(name of person) as Vice President (type of authority) for
Rep Services, Inc. (name of party on behalf of whom instrument is executed).



Notary Public (Print, Stamp, or Type as
Commissioned)

- x _____ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

 **DENNIS STEVE ROBERTS, JR.**
Commission # HH 484868
Expires April 19, 2028



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alexander Insurance Agency 541 South Orlando Avenue, Suite 206 Maitland FL 32751	CONTACT NAME: Chris Winchester PHONE (A/C, No, Ext): 407-629-4825 E-MAIL ADDRESS: info@alexfinancial.com FAX (A/C, No): 407-629-5407
INSURED Rep Services, Inc. 165 West Jessup Ave Longwood FL 32750-4146	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Travelers Indemnity Co of Amer INSURER C: Ohio Casualty Company INSURER D: Sentinel Ins. Co., LTD INSURER E: Hartford Insurance Co of SE INSURER F: Lloyd's of London
License#: L029632 REPSERV-01	NAIC # 35378 25666 24074 11000 38261

COVERAGES**CERTIFICATE NUMBER:** 1312647563**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BUSINESS OWNERS GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			21SBMBK3355	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Below \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			21UECHV0794	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			MKLV3EUL103353	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-3J747620-24-42-G	8/1/2024	8/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C F A	INLAND MARINE ERRORS & OMISSIONS GL-PRODUCTS COMPLETED			BMO60331810 ANE1939938.24 MKLV3PBC003347	8/1/2024 8/1/2024 8/1/2024	8/1/2025 8/1/2025 8/1/2025	JOB LIMIT \$250,000 CLAIM/AGGREGATE \$2000000/\$2000000 OCCURRENCE/AGGREGATE \$1000000/\$2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Lauderdale-By-The-Sea, Florida, is named as Additional Insured. 30 Day Written Notice for Cancellation and Non-Renewal included.

CERTIFICATE HOLDER**CANCELLATION**Town of Lauderdale-By-The-Sea, Florida
4501 Ocean Drive
Lauderdale-By-The-Sea FL 33308
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Clay County Contract

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REP SERVICES, INC.
Experts at Play & Outdoor Spaces

**AGREEMENT TO PROVIDE VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND RECREATION**

This Agreement to Provide Various Equipment and Amenities for Parks and Recreation (“Agreement”) is entered into and shall be deemed effective as of July 24, 2024, and is between Rep Services, Inc., a Florida Profit Corporation (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued an Invitation for Bid, Bid No.: 23/24-074 (“Bid”), to establish a firm, fixed percentage discount from manufacturer’s and/or bidder’s current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds to include a means for qualifying suppliers and establishing pricing for ballpark lighting services and court surfacing; and

WHEREAS, the Contractor responded to the Bid with a proposal that included Contractor’s products and discount pricing and pricing details for such products and services (“Proposal”); and

WHEREAS, the County evaluated the proposals submitted, and on July 23, 2024, the Clay County Board of County Commissioners of Clay County, Florida (the “Board”) accepted staff’s evaluation and awarded the Bid to the 23 companies that responded to the Bid; and

WHEREAS, the awarded Bids will be utilized on an as needed and as requested basis; and

WHEREAS, to the extent permitted by applicable law, the Contractor agrees to offer and extend this Agreement and pricing to any states, municipalities, local governments, school districts, higher educational institutions, public utilities, hospitals, and any other governmental agencies or non-profit organizations; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid, including any addendums and attachments thereto, as well as the Proposal apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Agreement in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. EQUIPMENT, PRODUCTS, OR SERVICES

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Donna Fish, Buyer 1 with Clay County Purchasing, or designee.
- (c) The Contractor agrees to provide the Products and Services in accordance with the Bid Scope of Work attached hereto as **Attachment A**, its Proposal attached hereto as **Attachment B**, and the terms and conditions of this Agreement when ordered and/or requested from time to time by the County. As used herein, "Products" shall mean all equipment, amenities, materials, and/or products that the Contractor agrees to provide as stated in its Proposal. As used herein, "Services" shall mean any services that the Contractor agrees to provide as stated in its Proposal or as requested under this Agreement, including, but not limited to, installation of Products for parks and playgrounds, ballpark/field lighting services, court surfacing, and other related services.
- (d) Products and/or Services will be ordered and/or requested by personnel designated by the County on an as needed basis for the quantity requested during the term of the Agreement. Such orders/requests will be made in accordance with the method of ordering section of **Attachment A**. The County at its sole discretion will generate purchase orders as a result of approved quotations submitted in response to a request. Depending on the Services ordered, the Contractor may be required to enter into a separate agreement or task order with the County addressing such Services.
- (e) No later than 30 days prior to the anniversary date of this Agreement throughout the Agreement term, the Contractor may submit an updated Proposal to the Project Manager reflecting any changes to manufacturers and/or Products. Upon receipt, the Project Manager shall review and approve or reject the updated Proposal in writing. If the Project Manager approves the updated Proposal, it shall automatically be deemed to be incorporated into this Agreement and shall replace and/or modify **Attachment B**, in whole or in part, as applicable, as of the date of approval, without the need for a formal amendment or further action by either party. If the Project Manager does not approve the updated Proposal, the original Proposal shall continue without modification.
- (f) In providing the Products and Services, the Contractor shall:
 - 1. Be familiar with the ordered/requested Products and/or Services, deadlines, requirements, and the conditions under which the Products and/or Services are to be provided;
 - 2. Conduct business in a manner that reflects favorably at all times on the services and the goodwill and reputation of the County;
 - 3. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and

4. Not use any false, deceptive or misleading trade practices in the performance of the Services.

(g) In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to provide all Products and Services as may be requested under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Products and/or Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to provide the Products and/or Services comply with the terms of this Agreement, have current licenses and permits required to provide the Products and/or Services, and are fully qualified and capable to perform their assigned tasks.

(h) The Contractor represents and warrants to the County that Contractor is experienced with providing the Products and Services described in this Agreement and is qualified and competent to provide such Products and perform such Services. The Contractor shall provide any and all Products and perform any and all Services requested in a timely, efficient, workmanlike, and cost-effective manner that comports with professional industry standards, applicable federal, state and local laws and regulations, and in accordance with the applicable professional standards.

(i) The Contractor shall provide the Products and Services using the degree of care and skill ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same or similar geographic area and in compliance with all applicable laws ("Standard of Care").

(j) In performance of this Agreement, the Contractor is bound by and shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Products and/or Services. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

(k) The County may elect, in certain circumstances, to purchase only Products and have such Products installed by others (e.g., volunteers, County staff, etc.). If such election is made, the Products will be shipped to a designated location and off-loaded by the Contractor.

(l) Non-Exclusive. The parties acknowledge and agree that this Agreement is non-exclusive. Nothing in this Agreement shall be construed to prevent either party from entering into similar agreements with other third parties, or from engaging in any other business activities for such products and/or services, including, but limited to the use of other available bids or contracts.

(m) The County gives the Contractor no guarantee of any Products or Services or any specific amount or quantity of Products or Services that may be accomplished or performed by the Contractor during the term of this Agreement. Additionally, the County makes no guarantee of usage by other users or Contracting Entities of this Agreement.

(n) The County may conduct performance evaluations at any time during the term of this Agreement to ensure the Contractor's compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

2. ADDITIONAL PRODUCTS OR SERVICES

(a) If the County identifies or the Contractor recommends any additional products or services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the County, such additional products and/or services, including scope, timing, and fees, as applicable, must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

3. TERM

(a) The term shall begin on July 24, 2024 ("Effective Date") and shall remain in effect for a period of three years continuing through July 23, 2027, unless sooner terminated as provided herein. The Agreement may be renewed for two additional one year periods upon subsequent written agreement of the parties.

(b) The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees to timely provide the requested Products and/or Services in accordance with the Agreement and the deadlines that may be established for such Products and/or Services.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all pending purchase orders, contracts, etc., until all of the rights and obligations of both parties thereunder have been fulfilled or the purchase orders, contracts, etc. have been terminated.

4. WARRANTIES AND REPRESENTATIONS

(a) The Products and Services shall comply with all rules, regulations, and requirements set forth in this Agreement and the Attachments to this Agreement.

(b) Warranties related to the Products and/or Services provided under this Agreement shall be established and confirmed at the time of each individual order. For each order, the Contractor shall provide a warranty statement specifying the duration, scope, and terms of the warranty applicable to the specific Products and/or Services being purchased. Depending on the Services ordered, the warranty may be set forth in a separate agreement or task order with the County addressing such Services.

(c) Neither the Services, nor any Products provided by the Contractor under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.

(d) The Contractor certifies that all Products meet all federal and state requirements. Upon

completion of installation of play equipment and/or playground surfacing, the Contractor shall furnish to the County's Purchasing Department a certificate stating the Products/equipment/surfacing and its installation meet all federal and state requirements as outlined in the publications set forth in **Attachment A** under the Compliance with Laws and Codes section. The Contractor further certifies that if the Product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the Product(s) and installation into compliance shall be borne by the Contractor.

(e) The Contractor warrants that all Products and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, the Contractor warrants the Products and Services are suitable for and will perform in accordance with the ordinary use for which they are intended.

(f) All material, equipment, manufacturer, or other special warranties required by the Agreement or applicable to the Products and/or Services shall be transferable to, or issued in the name of the County, and provide the warranty period. The period of manufacturer's warranty shall begin to run at the time the Products are received and accepted by a representative of the County.

5. PIGGYBACKING, SALES REPORTS, AND ADMINISTRATIVE FEE

(a) To the extent permitted by law, the Contractor agrees to offer and extend this Agreement and pricing to any states, municipalities, local governments, school districts, higher educational institutions, public utilities, hospitals, and any other governmental agencies or non-profit organizations (collectively "Contracting Entities").

(b) The County as the lead agency for the Bid shall not be liable or responsible for any costs, damages, liability, or other obligations incurred by any Contracting Entities. The Contractor including its subsidiaries shall deal directly with each Contracting Entity concerning the placement of orders, issuance of purchase orders, issuance of contracts, contractual disputes, invoicing, payment, and all other matters relating or referring to such Contracting Entities access or use of the Agreement and/or pricing. Accordingly, any Contracting Entity wishing to use this Agreement will be responsible for placing its own orders, issuing its own purchase order/documents/price agreements/contracts, providing for its own acceptance, making any subsequent payments, addressing any contractual disputes, and handling all other matters relating or referring to its access or use of the Agreement and/or pricing. The Contracting Entities are responsible for obtaining all certificates of insurance and bonds as may be required.

(c) Volume Sales Report. Throughout the term of this Agreement, the Contractor shall submit a quarterly volume sales report ("Sales Report") to the County's Purchasing Department by email at purchasing@claycountygov.com or U.S. mail to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Quarterly Sales Report dates are as follows: December 31, March 31, June 30, and September 30. Sales Reports must be delivered to the County's Purchasing Department no later than the 15th day of the following month. Initiation and submission of the Sales Reports are the

responsibility of the Contractor without prompting or notification by the County. The Sales Report must be provided regardless of whether or not any sales have been conducted during such quarter (i.e., if there are no sales, Contractor must submit a Sales Report indicating that no sales were made during that particular quarter). The Sales Report must include the following:

- Contracting Entity's name and contact information;
- Detail of any Products sold/purchased including description, quantity, and price;
- Detail of any Services sold/purchased and/or performed; and
- All transactions pertaining to sales for Products and/or Services and pricing for that quarter to include the date the purchase was invoiced/sale was recognized as revenue by Contractor.

(d) Administrative Fee. The Contractor agrees to pay to the County an administrative fee equal to 1.5% of the eligible revenues generated from the sale of Products or Services to Contracting Entities utilizing this Agreement and/or pricing under this Agreement. For purposes of this Agreement, "eligible revenues" shall mean the gross amount actually received by the Contractor from the sale of Products purchased and/or installed utilizing this Agreement, excluding any amounts attributable to shipping, freight, handling charges, taxes, mandatory fees, or any other expenses not directly related to the core sale or installation transaction.

(e) The County will review the Sales Report and will prepare an invoice to the Contractor for payment of the administrative fee based on the Sales Report submitted for that quarter. Such invoices will be submitted to the Contractor at its email address provided to the County's Purchasing Department. Upon receipt of an invoice submitted under this paragraph, the Contractor shall submit payment pursuant to the instructions on the invoice within 30 calendar days of the invoice date.

(f) Failure of the Contractor to provide the quarterly Sales Reports and payment of administrative fees in accordance with an invoice, shall be considered a breach of the Agreement. A late penalty of 15 percent on the value of the administrative fee may be assessed to the Contractor for each month the payment of such fee is not received.

(g) The Contractor agrees to cooperate with the County in auditing transactions under this Agreement to ensure that the administrative fee is paid on all Products and/or Services purchased under this Agreement.

6. PRICING AND PAYMENT

(a) All Products and Services under this Agreement will be priced and/or discounted as stated in Contractor's Proposal. It is understood that Contractor's current catalog/supply/product information price list are subject to change throughout the term of this Agreement. However, percent discount shall remain fixed for the entire term of this Agreement including any renewals or extensions thereto.

(b) Freight must be pre-paid and added to the Invoice and the quote. The County will pay actual freight charges.

(c) Sales Promotion/Price Reduction. The parties acknowledge that sales promotions may occur during the term of the Agreement which will lower prices of Products and Services for the period of such sales promotion. The Contractor acknowledges and agrees that the County shall receive the full benefit of such reductions if lower than the discount established by this Agreement. The County must be notified of these sales promotions in writing, specifying the beginning and ending dates of the sales promotions.

(d) The County shall pay the Contractor for the Products and Services provided under this Agreement in compliance with the specifications at the prices in accordance with **Attachment B** upon presentation of an Invoice submitted to the Paying Agent in accordance with paragraph 7.

7. PAYMENT PROCEDURES

(a) As used herein, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act.

(b) Invoices shall be signed by the Contractor and must include the following information and items:

1. The Contractor’s name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
4. Identify the Products and/or Services covered by the Invoice.
5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date for such Products and/or Services covered by the Invoice.
6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
7. The Contractor must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

(c) Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or

Project Manager shall review the Invoice and may also review the Products and/or Services as delivered, installed, or performed to determine whether the quantity and quality of the Products and/or Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Products and/or Services within the scope of the Invoice have not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing within 10 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

(d) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Products and/or Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(e) The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

(f) The County's review, approval, acceptance of, or payment for the Products and/or Services provided under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the County in accordance with applicable law for damages suffered by the County caused by the Contractor's negligent performance of any of the Products and/or Services furnished under this Agreement

8. INDEMNIFICATION

(a) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

(b) The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(c) This paragraph shall survive the expiration or termination of this Agreement.

9. INSURANCE

(a) The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation Statutory limits
- Employers Liability \$100,000 Each Accident
 \$500,000 Disease Policy
 \$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work.

4. Umbrella/Excess Insurance

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to any work or services being performed under this Agreement, the Contractor must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds."** The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: **"Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043"** or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Contractor shall provide the County's Purchasing Department with an updated certificate of insurance no later

than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

10. BONDS

(a) A Performance Bond and Payment Bond may be required for specific projects and/or Services provided under this Agreement as security for the faithful performance and payment of the Contractor's obligations. Whether such Bonds will be required, will be based upon the size and price of each particular project and/or purchase under this Agreement. If such Bonds are required, the Contractor understands, acknowledges, and agrees that the Contractor shall cause the Bonds to be recorded in the public records of the County with the Clay County Clerk of Court and Comptroller at the Contractor's sole expense, and shall deliver a certified copy of the recorded Bonds to the County's Purchasing Department prior to receiving a purchase order for the project.

11. DEFAULT AND TERMINATION

(a) Default. If the Contractor breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform on time or timely deliver any requested Products; provides false or inaccurate information; fails to address and/or correct any deficiencies identified by the County during a performance evaluation; fails to timely submit reports as required herein; fails to pay the administrative fee; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the Products and/or Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written notice of default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations or for no longer providing the services contemplated under this Agreement which must be cured immediately or is otherwise subject to automatic termination for cause, the Contractor shall have 10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without

releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate this Agreement, in whole or in part, for cause immediately upon written notice of termination by the County Representative to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, costs, and any other expenses incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

(c) Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative shall give 30 calendar days prior written notice of termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Products and/or Services satisfactorily provided up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as are specifically authorized in writing by the County. The Contractor may terminate this Agreement for the convenience of the Contractor by giving the County 180 calendar days advance written notice.

(d) Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the terminated Products and/or Services and shall stop any work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Products and/or Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County. The Contractor agrees to refund to the County all pre-paid sums for Products and/or Services that have been cancelled and will not be delivered.

(d) Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Products provided and/or Services performed.

12. TAXES

(a) In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

13. APPROPRIATED FUNDS

(a) The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07,

Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

14. PUBLIC RECORDS

(a) The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County to provide the Products and Services requested under the Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(b) The Contractor's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

(c) The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

1. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the

Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

2. If the Contractor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.
3. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

15. AUDIT

(a) The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records. This provision shall survive the termination or expiration of this Agreement.

16. SCRUTINIZED COMPANIES CERTIFICATION

(a) In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

17. E-VERIFY REQUIREMENT

(a) Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the

Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

18. HUMAN TRAFFICKING ATTESTATION

(a) In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

19. PUBLIC ENTITIES CRIMES

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

(d) The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

20. SUSPENSION AND DEBARMENT

(a) By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

21. INDEPENDENT CONTRACTOR

(a) The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

22. NO ASSIGNMENT

(a) The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

23. SUBCONTRACTORS

(a) The Contractor shall provide the names of all subcontractors performing any work or services under this Agreement to the Project Manager. The County reserves the right to approve the utilization of any subcontractors in connection with this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County. The County further reserves the right to reject any quotation in response to a request for quotation if such quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award, failed to deliver on time contracts of a similar nature, or is not in a position to perform properly under this Agreement.

(b) Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor.

(c) The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of the Services of its subcontractors and of persons directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontractor agreements relative to the Services giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

(e) Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

24. NO THIRD-PARTY BENEFICIARIES

(a) Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

25. CONFLICT OF INTEREST

(a) Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

26. AMENDMENT OR MODIFICATION OF AGREEMENT

(a) The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents forwarded by the Contractor to the County.

27. FURTHER ASSURANCES

(a) Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

28. REMEDIES

(a) The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The Contractor and the Project Manager will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

29. GOVERNING LAW AND VENUE

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

30. ATTORNEYS' FEES

(a) In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

31. WAIVER

(a) No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

32. SEVERABILITY

(a) If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

33. HEADINGS

(a) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

34. ENTIRE AGREEMENT

(a) This Agreement represents the entire understanding between the parties regarding the subject matter herein and supersedes all previous agreements, whether oral or written.

35. COUNTERPARTS

(a) The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

36. ATTACHMENTS

(a) The Attachments listed below are incorporated herein by reference and made a part of this Agreement as if set out fully herein.

Attachment A: Bid Scope of Work

Attachment B: Proposal

37. AUTHORITY

(a) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the introductory paragraph.

CONTRACTOR

By: 
By: [Bill Geary \(Sep 17, 2024 08:30 EDT\)](#)

Print Name: Bill Geary

Print Title: Vice President

CLAY COUNTY, a political subdivision of the State of Florida

By: 
By: [Howard Wanamaker \(Sep 16, 2024 10:22 EDT\)](#)
Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners

ATTACHMENT A BID SCOPE OF WORK



INVITATION FOR BID

23/24-074

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION

Clay County
477 Houston Street
Green Cove Springs, FL 32043

RELEASE DATE: May 16, 2024

LAST DATE FOR INQUIRIES: May 31, 2024, 4:00 pm

BID DUE: June 13, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/claycounty>

1. Scope of Work

1.1. Purpose

The purpose of this bid is to establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds. The bid is also a means for qualifying vendors and establishing pricing for ball park lighting services and court surfacing.

1.2. Scope

1. The bid will establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by Clay County Parks and Recreation. Additionally, this bid will also establish a firm, fixed percentage off manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as needed. The County reserves the right to award to multiple bidders.

2. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percent discount shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in the bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder throughout the duration of the contract.

3. This bid is also a means for qualifying bidders for ball park lighting services and court surfacing. Qualifying bidders will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified bidder(s) providing the lowest responsive quote based on contracted pricing will be awarded the project.

4. Freight must be pre-paid and added to the invoice and the quote. The County will pay actual freight charges.

5. Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Bidders will be required to meet this requirement before receiving a purchase order for the project.

6. The County reserves the right to purchase from other agreements when in the best interest of the County.

Responsibility:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to

purchase only materials and have those materials installed by others (e.g., volunteers. County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

1.3. Method of Ordering

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting, lighting installation, and court surfacing together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

1.4. Administrative Fee (Piggybacking)

Cooperative Contract: The Bidder agrees to extend provisions and pricing of this contract to any Municipal, County, Public Utility, Educational Institution, Hospital, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Clay County makes no guarantee of usage by other users of this contract.

A 1.5 percent administrative fee on Eligible Revenues will be paid to the County for any contracts/purchase orders the Bidder receives or agrees to enter into with other entities under the provisions and pricing of the County's contract. The Bidder shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of the Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price; and shall include all transactions pertaining to sales under the contract provisions and pricing for that Reporting Period. Bidder shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Bidder to provide quarterly reports as required, may be deemed breach of the contract. All payments of administrative fees are due 30 calendar days after the closing of each quarter. A late penalty of 15 percent on the value of the Administrative Fee may be assessed to the Bidder for each month the payments are not received. All sales shall include the 1.5 percent administrative fee.

Volume Sales Reports and Administrative fees will be mailed to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043.

1.5. Qualification of Installers

If a bidder utilizes a sub-contracted installer for any park or playground equipment, lighting, or court surfacing a list of sub-contracted installers must be included with this bid. Additionally, upon request the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

1.6. Catalogs and Manufacturer Suggested Retail Price (MSRP) Lists

Each bidder shall submit with this bid, a website link of each catalog and current catalog/supply/product price list for each catalog submitted. All catalogs and price lists shall clearly identify the bidder's name, address and telephone number. If digital catalogs are not available on website, catalogs must be mailed or delivered to the Clay County Purchasing Department, Fourth Floor, 477 Houston Street, Green Cove Springs, FL 32043 prior to bid opening. Annually Bidder may request that new manufacturers be added. The County reserves the right to approve or deny this request.

SALES PROMOTION/PRICE REDUCTION: It is understood that sales promotions occur during the course of the contract that will lower prices of products for the period of the sales promotion. The County shall receive the full benefit of such reductions if lower than the discount established by this bid. The County

must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotions.

1.7. Compliance With Laws and Codes

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM)

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life-threatening head injury would not be expected to occur)

Copies may be obtained from the:

American Society for Testing and Materials

100 Barr Harbor Drive

West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the:

US Consumer Product Safety Commission

4330 East West Highway

Bethesda, MD 20814

(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the:

National Recreation and Park Association

22377 Belmont Ridge Road

Ashburn, VA 20148-4150

(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling:

(800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

1.8. Award

The County reserves the right to award to multiple bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

1.9. Site Inspections

It is incumbent upon all bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Bidder. No claims for additional compensation will be considered on behalf of any Contractor, Sub-Contractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this bid.

1.10. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

1.11. Permit & Fees

The Bidder shall comply with all applicable State and local laws, ordinances, codes, and regulations. The Bidder is required to familiarize themselves with all permits required for each individual project. If a County permit is required, this project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.

For questions about permitting please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: permits@claycountygov.com

Website: <https://www.claycountygov.com/government/building>

All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the individual project is the responsibility of and will be paid for by the Contractor, including any related inspection fees.

1.12. Clean up & Restoration of Site

The Bidder is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense.

Bidder shall maintain work site in a safe manner, and daily clear construction debris.

1.13. Bidder and Subcontractor Requirements

1. The Bidder shall be licensed to perform all work listed in the Scope of Work provided.
2. The Bidder shall own or have full access to the appropriate personnel and equipment to complete the project requested.

1.14. Subcontractors and Major Material Suppliers

Contractor shall submit names of subcontractors and major material suppliers that they anticipate utilizing for any portion of the Work required within this RFB.

The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names must be included within this Bid. The County may request references of the Sub-Contractors prior to approval. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County. If any Subcontractor or Major Material Supplier is found to be incompetent, careless, or neglectful, or unduly delays progress of work, they shall be dismissed. Another shall then be employed in its place, as approved the County.

1.15. Damage to Public or Private Property

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damage which occurs as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the 30-day period the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

1.16. Compliance with Occupation Safety and Health Act

The Bidder warrants that the product(s) and/or service(s) supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and contractor employee incidents.

Bidder certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

1.17. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Bidder. This shall be immediately rectified by the Bidder at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Bidder until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

1.18. Payment

The Contractor may request payment no more than once monthly, based on the amount of work completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

The amount of such payments shall be the total value of the project work completed to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes.

1.19. Warranty

The Contractor shall provide a warranty for equipment and parts. Warranty will begin from the date of final acceptance.

1.20. Term

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. The County reserves the right to use other available bids or contracts when in the best interest of the County.

1.21. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

1.22. Cancellation of Contract

If the awarded Bidder fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Contractor.

1.23. Additional Services

If the County and/or awarded Bidder identifies any additional services to be provided by Bidder that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Bidder.

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

ATTACHMENT B PROPOSAL



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Rep Services, Inc. Response

CONTACT INFORMATION

Company:

Rep Services, Inc.

Email:

sales@repervices.com

Contact:

Nathan Almon

Address:

165 West Jessup Ave
Longwood, FL 32750-4146

Phone:

(407) 831-9658

Website:

<https://repervices.com/>

Submission Date:

Jun 11, 2024 2:33 PM

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	Landscape Structures, Inc.	Playground Equipment	2%	NA	https://issuu.com/repser vices/docs/_2024_lsi_pl ay_catalog-with_imprint ?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	Skyways	Shade Structures	2%	NA	https://issuu.com/repse rvices/docs/2024_skyw ays_catalog-with_imprint?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	Poligon Shelters	Shelters, Pavilions, Shade Structures	2%	NA	https://issuu.com/repse rvices/docs/_poligoncatalog -2023?fr=xKAE9_zU1NQ	Priced Per Job
Rep Services, Inc.	Aquatix	Aquatic Spray Features and Mechancial Packages	2%	NA	https://issuu.com/repse rvices/docs/_2024-aquatixcatalog-with_imprint	Price Per Job
Rep Services, Inc.	DuMor	Site Furnishings	2%	NA	https://issuu.com/repse rvices/docs/_2024_dumor_ catalog?fr=xKAE9_zU1NQ	Physical List

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	Anova	Site Furnishings	2%	NA	https://issuu.com/repser vices/docs/_2020_anova _catalog?fr=sYzhjNjQ1MTc3MQ	Physical List
Rep Services, Inc.	2by2 Industries, LLC	Playground Timbers, Ramps, Stakes	2%	NA	https://issuu.com/repser vices/docs/_2024_product _catalog?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	iMulch, Inc	Engineered Wood Fiber	2%	NA	NA	Physical List
Rep Services, Inc.	No Fault Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/_nfs_catalog-2022	Physical List
Rep Services, Inc.	Tot Turf Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/_robertsonrecr eationalsurfaces_catalog	Physical List

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	ForeverLawn	Snythetic Turf Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/foreverlawn? e=1884579/4320678	Physical List
Rep Services, Inc.	Safe4Play	Snythetic Turf Surfacing Products	2%	NA	NA	Physical List

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Johnny Pitts Construction, Inc.
Address: 4124 Pace Ln, Milton, FL 32571
Phone Number: 850-232-1615
Contact Name: Johnny Pitts

Business Name: D.W. Recreation Services, Inc.
Address: 9951 Equus Circle, Boyton Beach, FL 33472
Phone Number: 561-289-7658
Contact Name: Donald West

Business Name: Al Bosgraaf & Sons, Inc.
Address: 240 Rebel Run, Osteen, fL 32764
Phone Number: 407-402-8497
Contact Name: Gerald Bosgraaf

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

 REP SERVICES, INC. <i>Experts at Play & Outdoor Spaces</i> Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@rep-services.com	E-mail POs and contracts to: contracts@rep-services.com	CGC1508223 FEIN 59-2978507 Page 1 of 2 Please mail checks to: Rep Services, Inc. 165 W. Jessup Ave. Longwood, FL 32750-4146
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Proposed To: Town of Lauderdale-By-The-Sea 4501 N Ocean Dr Lauderdale By The Sea, FL 33308-3610 Attn: Ken Rubach	Ship To: TBD at a later date Attn:	Bill To: Town of Lauderdale-By-The-Sea 4501 N Ocean Dr Lauderdale By The Sea, FL 33308-3610 Attn: Katrina Adler
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Project No: 20408	Project Name: Lauderdale by the Sea- Friedt Park	Project Contact: Ken Rubach
Proposal No: 20408.14	Proposal Name: Friedt Park Playground-PIP-Advanced	Project Location: 4501 Bougainvillea Dr Lauderdale By The Sea, FL 33308 Project County: Broward
Proposal Date: 12/5/2024	Proposal Expires: 1/4/2025	
For Questions Contact: Wendy Bowerman ☎ 407-853-3557 ✉ wendy@rep-services.com Consultant: Kevin Harding ☎ 407-853-3575 ✉ kevin@rep-services.com		
		Opt/Rev: C/5 12/5/24 - WB

Vendor: Tot Turf	Proj Drawings:	600086
Class	Part No	Qty
Surfacing	EPDM8C0	1 EA
Description		
EPDM Poured in Place Safety Surfacing. 100% Color, 3.75" thick at 8' CFH		
Unit Price		Ext Price
186,660.00		186,660.00
Product Subtotal:		\$186,660.00
Discount per the Clay County Contract #2023/2024-284		2% (\$3,733.20)
Discounted Product Total:		\$182,926.80
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:		Included
Tot Turf Total:		\$182,926.80

General Terms of Sale and Proposal Summary

100% of product prior to fabrication.

Product:	\$182,926.80
Proposal Total:	\$182,926.80

Notes

The Clay County Contract #2023/2024-284 provides a 2% discount on Robertson Industries, Inc TotTurf products. Installation is included in the price of the product.

(Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal:

Our offer is based upon customer design for surfacing 1182058-Advanced New Design submitted 10-24-2024. For the Supply and installation of Poured-in-place surfacing.

If a performance and payment bond is required, add 3% to the proposal total.

If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

Estimated project completion schedule

(This schedule starts when all needed information to direct engineering has been gathered.)

4 Weeks: Permitting/Submittal Approval

5 Weeks Longest manufacturing lead time. (Typical for scheduling.)

1 Week Shipping

2 Weeks Installation

12 Weeks TOTAL

Note that RSI is committed to do all it can to meet the needs of your project.

Tot Turf Poured in Place Surfacing:

This quotation is for material, freight, and installation.

- Rough Grade: to be established by others
- Product: Tot Turf Poured in Place Safety Surfacing varying thicknesses and colors
- Installation: Owner or Owner's contractor is responsible for:
 - Color selection to be made at time of color submittal approval.
 - Security of the site during cure time (typically 48 hours).
 - NOTE: Installation scopes do not include fall height testing

Our scope does not include:

- Davis Bacon Wage Rates

- Certified Payroll
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water

Time Limitations Holding Prices Firm:

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of Town of Lauderdale-By-The-Sea noted and has the requisite authority to bind Town of Lauderdale-By-The-Sea and/or principal.

Accepted By:

Town of Lauderdale-By-The-Sea

Company Name	Authorized By	Printed Name	Date
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As Its: (Title)

DRAWN BY: KCM	PG-7
SURFACE COLOR BREAKDOWN	
TOTAL AREA: 5360 SF	
FALL HEIGHT: 8'	
BORDER: 285 LF CURB	
USER CAPACITY: 100+	
SURFACING: 5360 SF	
SUBGRADE ELEV.:	

COLOR BREAKDOWN

GREEN: 1930 SF

TAN: 720 SF

LT. BLUE 2600 SF

BLUE: 68 SF

MAGENTA: 21 SF

ORANGE: 21 SF

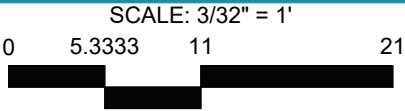


Friedt Park

Lauderdale By The Sea, FL

PROJECT: 1182058-02-06-RSI

NOT FOR CONSTRUCTION



REP SERVICES, INC.

Experts at Play & Outdoor Spaces





Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repservices.com

REP SERVICES, INC.

Experts at Play & Outdoor Spaces

E-mail POs and contracts to:
contracts@repservices.com

CGC1508223 FEIN 59-2978507 Page 1 of 2

Please mail checks to:

Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: Lauderdale-By-The-Sea 4501 N Ocean Dr Lauderdale By The Sea, FL 33308-3610	Ship To: TBD at a later date	Bill To: Lauderdale-By-The-Sea 4501 N Ocean Dr Lauderdale By The Sea, FL 33308-3610
Attn: Ken Rubach	Attn:	Attn: Katrina Adler

Project No: 20408	Project Name: Lauderdale by the Sea- Friedt Park	Project Contact: Ken Rubach
Proposal No: 20408.11	Proposal Name: Friedt Park Playground-PIP-Basic	Project Location: 4201 N. Ocean Dr. Lauderdale By The Sea, FL 33308 Project County: Broward
Proposal Date: 10/14/2024	Proposal Expires: 11/13/2024	
For Questions Contact: Wendy Bowerman	☎ 407-853-3557	✉ wendy@repservices.com
Consultant: Kevin Harding	☎ 407-853-3575	✉ kevin@repservices.com
		Opt/Rev: B/5 10/14/24 - WB

Vendor: Tot Turf		Proj Drawings:			598891
Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	EPDM8C0	5,360 EA	EPDM Poured in Place Safety Surfacing. 100% Color, 3.75" thick at 8' CFH	32.28	173,020.80
Product Subtotal:					\$173,020.80
Discount per the Clay County Contract #2023/2024-284				2%	(\$3,484.00)
Discounted Product Total:					\$169,536.80
Tot Turf Total:					\$169,536.80

General Terms of Sale and Proposal Summary

100% of product prior to fabrication.

Product:	\$169,536.80
Proposal Total:	\$169,536.80

Notes

The Clay County Contract #2023/2024-284 provides a 2% discount on Robertson Industries, Inc TotTurf products. Installation is included in the price of the product.

(Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal:

Our offer is based upon a design sent in by customer for surfacing 1182058-Basic.pdf. This is for the Basic design. For the Supply and installation of Poured-in-place surfacing.

If a performance and payment bond is required, add 3% to the proposal total.

If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

Estimated project completion schedule

(This schedule starts when all needed information to direct engineering has been gathered.)

4 Weeks: Permitting/Submittal Approval

5 Weeks Longest manufacturing lead time. (Typical for scheduling.)

1 Week Shipping

2 Weeks Installation

12 Weeks TOTAL

Note that RSI is committed to do all it can to meet the needs of your project.

Tot Turf Poured in Place Surfacing:

This quotation is for material, freight, and installation.

- Rough Grade: to be established by others
- Product: Tot Turf Poured in Place Safety Surfacing varying thicknesses and colors
- Installation: Owner or Owner's contractor is responsible for:
 - Color selection to be made at time of color submittal approval.
 - Security of the site during cure time (typically 48 hours).
 - NOTE: Installation scopes do not include fall height testing

Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll

- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water

Time Limitations Holding Prices Firm:

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

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The undersigned warrants that he/she is an authorized representative of Lauderdale-By-The-Sea noted and has the requisite authority to bind Lauderdale-By-The-Sea and/or principal.

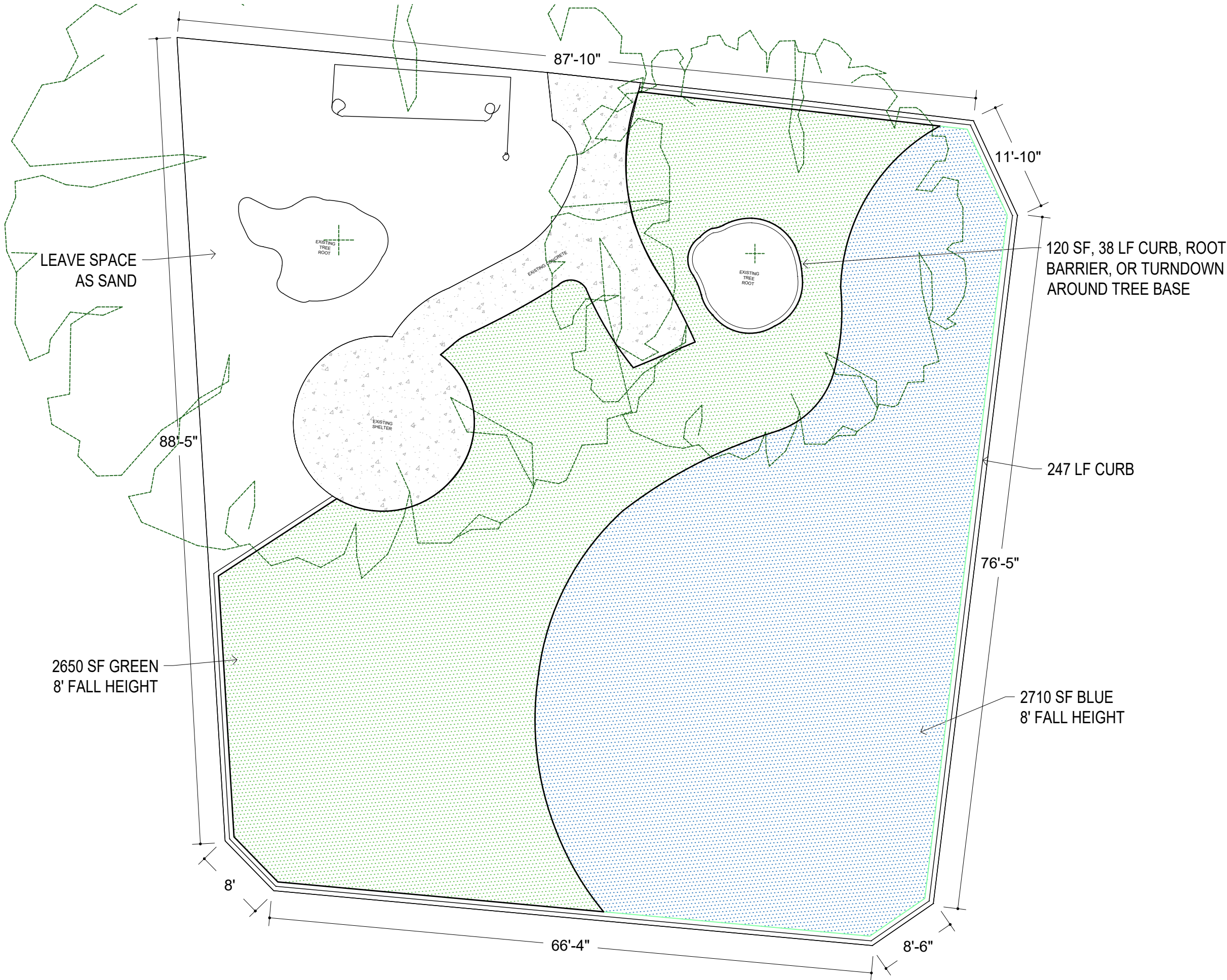
Accepted By:

Lauderdale-By-The-Sea

Company Name	Authorized By	Printed Name	Date
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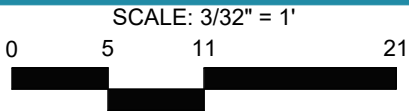
As Its: (Title)

DRAWN BY: KCM	PG-1 SURFACING PLAN
TOTAL AREA: 5360 SF	
FALL HEIGHT: 8'	
BORDER: 285 LF CURB	
USER CAPACITY: 100+	
SURFACING: 5360 SF	
SUBGRADE ELEV.:	



Friedt Park

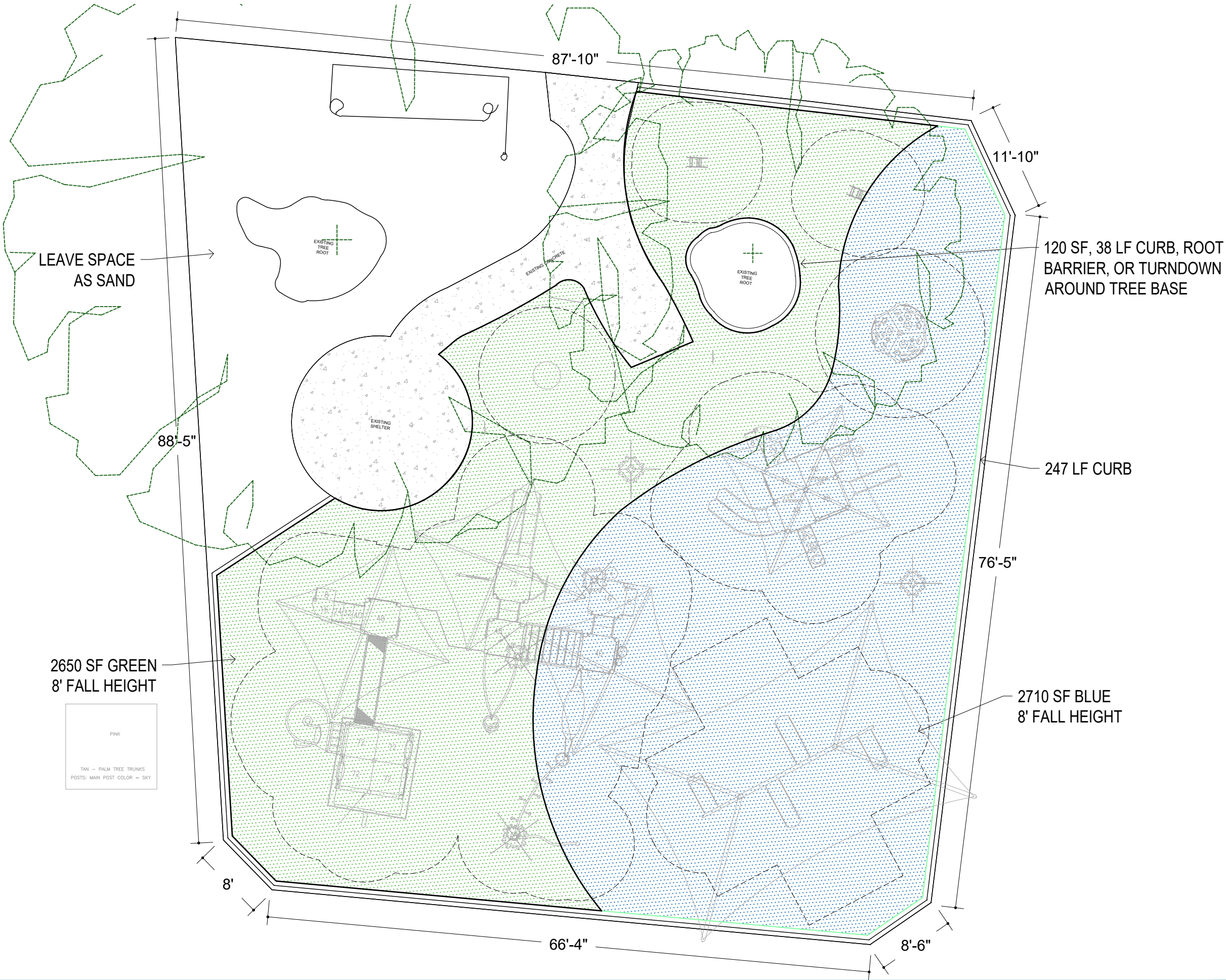
Lauderdale By The Sea, FL
PROJECT: 1182058-Basic
NOT FOR CONSTRUCTION



REP SERVICES, INC.
Experts at Play & Outdoor Spaces



DRAWN BY: KCM	PG-2 SURFACING OVERLAY
TOTAL AREA: 5360 SF	
FALL HEIGHT: 8'	
BORDER: 285 LF CURB	
USER CAPACITY: 100+	
SURFACING: 5360 SF	
SUBGRADE ELEV.:	



Friedt Park

Lauderdale By The Sea, FL
PROJECT: 1182058-Basic
NOT FOR CONSTRUCTION



SCALE: 3/32" = 1'



REP SERVICES, INC.
Experts at Play & Outdoor Spaces





REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@rep-services.com

E-mail POs and contracts to:
contracts@rep-services.com

CGC1508223 FEIN 59-2978507 Page 1 of 2

Please mail checks to:

Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: Town of Lauderdale-By-The-Sea 4501 N Ocean Dr Lauderdale By The Sea, FL 33308-3610	Ship To: TBD at a later date	Bill To: Town of Lauderdale-By-The-Sea 4501 N Ocean Dr Lauderdale By The Sea, FL 33308-3610
Attn: Ken Rubach	Attn:	Attn: Katrina Adler

Project No: 20408	Project Name: Lauderdale by the Sea- Friedt Park	Project Contact: Ken Rubach
Proposal No: 20408.13	Proposal Name: Friedt Park Playground Turf-Advanced	Project Location: 4501 Bougainvillea Dr Lauderdale By The Sea, FL 33308 Project County: Broward
Proposal Date: 12/4/2024	Proposal Expires: 12/15/2024	
For Questions Contact: Wendy Bowerman	☎ 407-853-3557	✉ wendy@rep-services.com
Consultant: Kevin Harding	☎ 407-853-3575	✉ kevin@rep-services.com
	Opt/Rev: C/6	12/4/24 - WB

Vendor: RSI Surfacing Vendor **Proj Drawings:** 1182058-Advanced Design 599682

Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	SYNTHETIC TURF	1 EA	Synthetic Turf; 5,360 SqFt Includes delivery, installation of sub-base, padding, turf and supplies. Turf Colors: Green, Tan, Lt. Blue, Magenta, Orange: 7 Inlays(1-shark and 6 fish).	165,071.06	165,071.06
Product Subtotal:					\$165,071.06
Discount per the Clay County Contract #2023/2024-284				2%	(\$3,301.42)
Discounted Product Total:					\$161,769.64
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:					Included
RSI Surfacing Vendor Total:					\$161,769.64

General Terms of Sale and Proposal Summary

100% of product prior to fabrication.

Product:	\$161,769.64
Proposal Total:	\$161,769.64

Notes

The Clay County Contract #2023/2024-284 provides a 2% discount on Safe4Play surfacing product. Installation is included in the price of the product. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal:

Our offer is based upon customer design for surfacing 1182058-Advanced New Design submitted 10-24-2025. This is for the advanced Turf Design with 5 inlays and 7 different colors. For the supply and installation of Turf.

If a performance and payment bond is required, add 3% to the proposal total.

If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

Estimated project completion schedule

(This schedule starts when all needed information to direct engineering has been gathered.)

4 Weeks: Permitting/Submittal Approval

5 Weeks Longest manufacturing lead time. (Typical for scheduling.)

1 Week Shipping

2 Weeks Installation

12 Weeks TOTAL

Note that RSI is committed to do all it can to meet the needs of your project.

Safe4Play Shaw Play 50 Synthetic Turf:

· Rough grade to be established by others.

· Product –Play 50 Grass and all associated and required items (such as seaming tape, glue, etc).

· Installation – 100% plastic EPS nailer board perimeter, 4 inch compacted stone base, Brock Play Pad, and silica infill achieving a 8' CFH

Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material

- Soils testing
- Site security
- Water
- NOTE: Installation scopes do not include fall height testing.

Time Limitations Holding Prices Firm:

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Accepted By:

Town of Lauderdale-By-The-Sea

Company Name	Authorized By	Printed Name	Date
As Its: _____ (Title)			

DRAWN BY: KCM	PG-7
SURFACE COLOR BREAKDOWN	
TOTAL AREA: 5360 SF	
FALL HEIGHT: 8'	
BORDER: 285 LF CURB	
USER CAPACITY: 100+	
SURFACING: 5360 SF	
SUBGRADE ELEV.:	

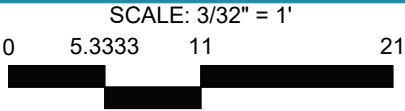
COLOR BREAKDOWN

GREEN: 1930 SF
TAN: 720 SF
LT. BLUE 2600 SF
BLUE: 68 SF
MAGENTA: 21 SF
ORANGE: 21 SF



Friedt Park

Lauderdale By The Sea, FL
PROJECT: 1182058-02-06-RSI
NOT FOR CONSTRUCTION



REP SERVICES, INC.
Experts at Play & Outdoor Spaces





Proposed To: Lauderdale-By-The-Sea 4501 N Ocean Dr Lauderdale By The Sea, FL 33308-3610	Ship To: TBD at a later date	Bill To: Lauderdale-By-The-Sea 4501 N Ocean Dr Lauderdale By The Sea, FL 33308-3610
Attn: Ken Rubach	Attn:	Attn: Katrina Adler

Project No: 20408	Project Name: Lauderdale by the Sea- Friedt Park	Project Contact: Ken Rubach
Proposal No: 20408.08	Proposal Name: Friedt Park Playground Turf-Basic	Project Location: 4201 N. Ocean Dr. Lauderdale By The Sea, FL 33308 Project County: Broward
Proposal Date: 10/8/2024	Proposal Expires: 10/31/2024	
For Questions Contact: Wendy Bowerman	☎ 407-853-3557 ✉ wendy@repsservices.com	
Consultant: Kevin Harding	☎ 407-853-3575 ✉ kevin@repsservices.com	Opt/Rev: B/5 10/14/24 - WB

Vendor: RSI Surfacing Vendor		Proj Drawings: 1182058-02-06		598655	
Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	SYNTHETIC TURF	1 EA	Synthetic Turf; Artificial Green & Blue turf. 2,650 sqft Green, 2,710 Sqft Blue. Includes delivery, installation of sub-base, padding, turf and supplies.	144,720.00	144,720.00
Product Subtotal:					\$144,720.00
Discount per the Clay County Contract #2023/2024-284				2%	(\$2,894.40)
Discounted Product Total:					\$141,825.60
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:					Included
RSI Surfacing Vendor Total:					\$141,825.60

General Terms of Sale and Proposal Summary	
100% of product prior to fabrication.	
Product:	\$141,825.60
Proposal Total:	\$141,825.60

Notes

The Clay County Contract #2023/2024-284 provides a 2% discount on Safe4Play surfacing product. Installation is included in the price of the product. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal:

Our offer is for the surfacing design created by customer. 11802058-Basic.pdf. This is the Basic deisgn with two colors of Turf.

If a performance and payment bond is required, add 3% to the proposal total.
If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

Estimated project completion schedule

(This schedule starts when all needed information to direct engineering has been gathered.)

4 Weeks: Permitting/Submittal Approval
5 Weeks Longest manufacturing lead time. (Typical for scheduling.)
1 Week Shipping
2 Weeks Installation
12 Weeks TOTAL

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· Rough grade to be established by others.
· Product –Play 50 Grass and all associated and required items (such as seaming tape, glue, etc).
· Installation – 100% plastic EPS nailer board perimeter, 4 inch compacted stone base, Brock Play Pad, and silica infill achieving a 8' CFH
Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing

- Site security
- Water
- NOTE: Installation scopes do not include fall height testing.

Time Limitations Holding Prices Firm:

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The undersigned warrants that he/she is an authorized representative of Lauderdale-By-The-Sea noted and has the requisite authority to bind Lauderdale-By-The-Sea and/or principal.

Accepted By:
Lauderdale-By-The-Sea

Company Name	Authorized By	Printed Name	Date
--------------	---------------	--------------	------

As Its: _____ (Title)

DRAWN
BY: KCM

PG-1

SURFACING PLAN

TOTAL AREA: 5360 SF

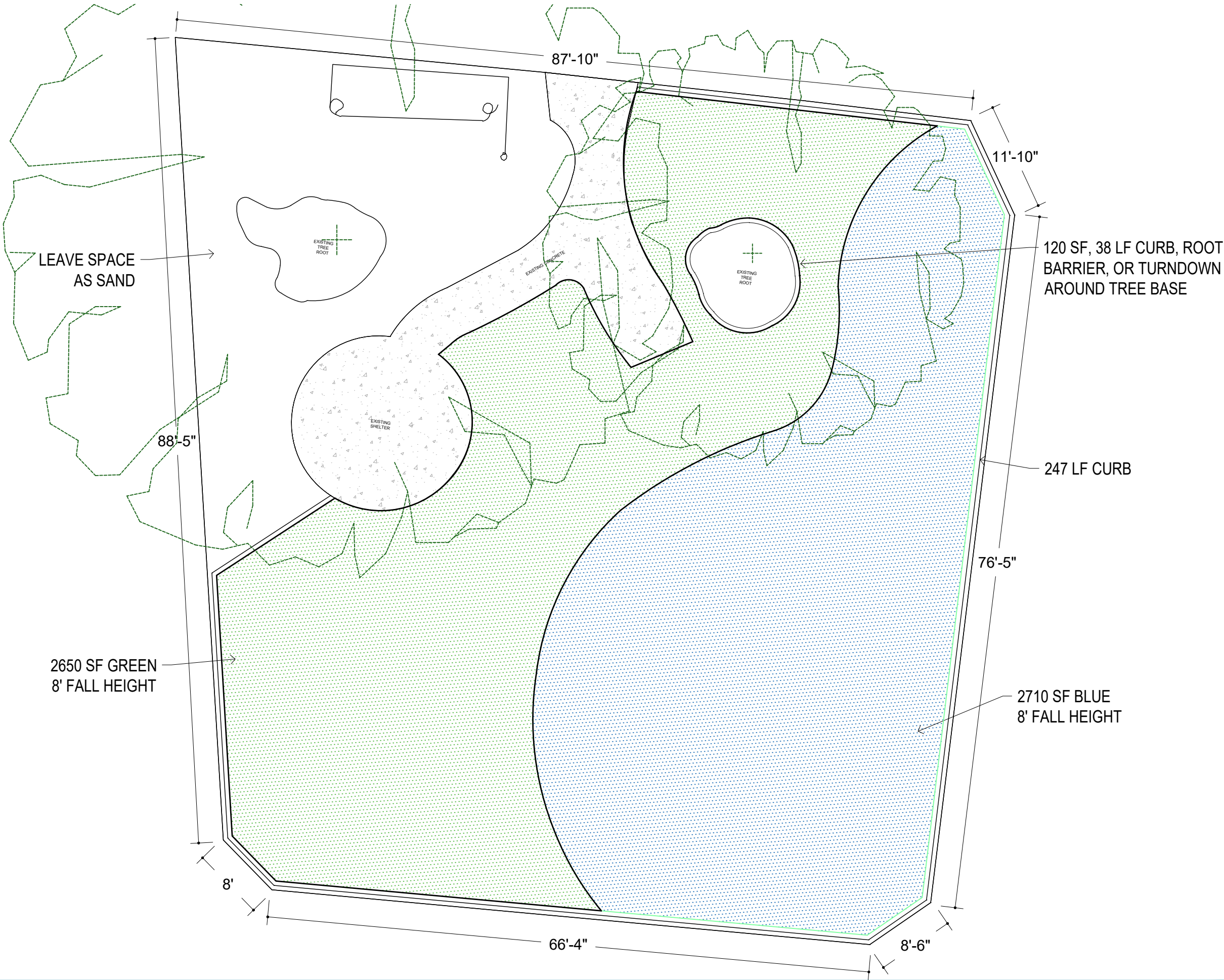
FALL HEIGHT: 8'

BORDER: 285 LF CURB

USER CAPACITY: 100+

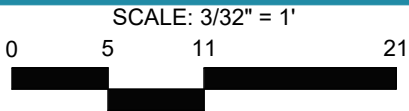
SURFACING: 5360 SF

SUBGRADE ELEV.:



Friedt Park

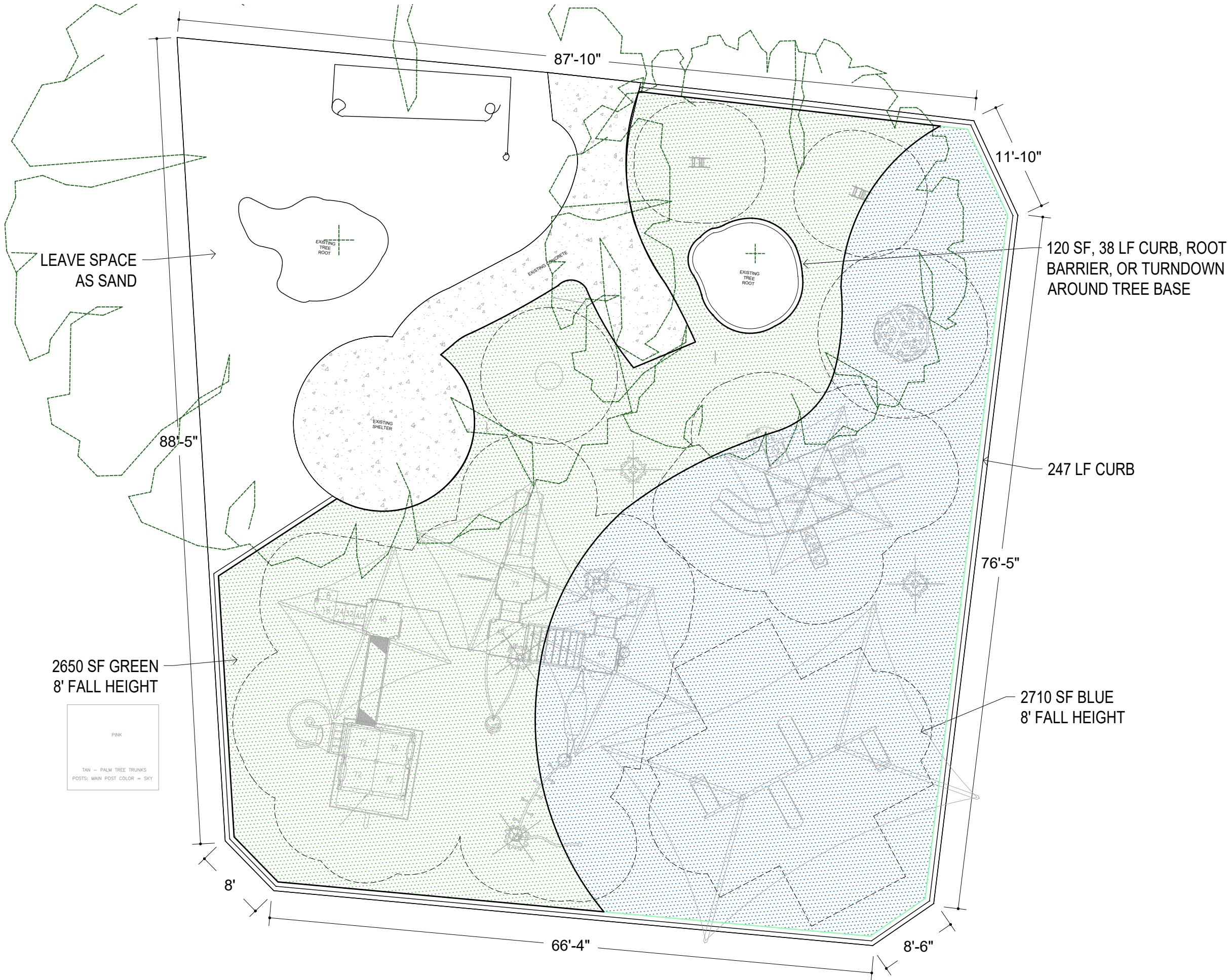
Lauderdale By The Sea, FL
PROJECT: 1182058-Basic
NOT FOR CONSTRUCTION



REP SERVICES, INC.
Experts at Play & Outdoor Spaces

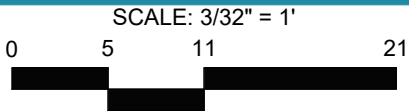


DRAWN BY: KCM	PG-2 SURFACING OVERLAY
TOTAL AREA: 5360 SF	
FALL HEIGHT: 8'	
BORDER: 285 LF CURB	
USER CAPACITY: 100+	
SURFACING: 5360 SF	
SUBGRADE ELEV.:	



Friedt Park

Lauderdale By The Sea, FL
PROJECT: 1182058-Basic
NOT FOR CONSTRUCTION



REP SERVICES, INC.
Experts at Play & Outdoor Spaces





Agenda Item No: 18.c.

Town Commission Agenda Item Report

Meeting Date: December 10, 2024

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2024-62: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH BEACH RAKER LLC FOR BEACH MAINTENANCE AND CLEANING SERVICES; FINDING THAT THE AGREEMENT IS IN THE BEST INTEREST OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.L OF THE TOWN'S PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: Beach Raker has been the Town's beach maintenance contractor since 1986. In 2018, the Town received record amounts of seaweed and we increased mechanical cleaning to 7 days a week on all sections of the beach. In addition to this cleaning, staff increased sanitizing of the South Beach (area from Flamingo Ave to Pine Ave) from 4 days to 7 days a week. The sanitizing process grooms the beach and removes any garbage that is present. Staff spoke with the contractor about the need to increase sanitizing on the North Beach in 2018 and again, as part of this contract agreement. At this time they recommended that we maintain existing service levels as outlined below.

Beach Maintenance Service Levels:

Area	Mechanical Cleaning	Sanitizing	Beach Screening
South Beach Flamingo Ave- Pine Ave	7 days Monday-Sunday	7 days Monday-Sunday	Once per month in November, December, January, February
North Beach Pine Ave-Town Limits	7 days Monday-Sunday	2 days Monday & Friday	Once per month in November, December January, February

In addition to our Town, Beach Raker provides services to several surrounding areas, such as

the Galt Ocean Mile and the cities of Pompano Beach, Hollywood, and Dania Beach. They perform regular beach maintenance services for communities as far south as the City of Key West and as far north as the City of Jacksonville Beach.

When the current beach cleaning contract was approved in 2019, Beach Raker was the only respondent. They have consistently provided a quality service to the Town for over 35 years and as the contract is close to ending, staff contacted Beach Raker to negotiate a new contract.

Beach Raker has agreed to the following items:

- 1) The initial term of the agreement is for 4 years with 2, 3-year optional renewals.
- 2) For four years (the initial term) costs will remain at the current rate (\$24,000 per month). Staff had budgeted the projected cost of \$25,000 a month for these services.
- 3) The costs increases for the renewal terms will be based on CPI or 5% which is lower.

Given the factors above, Staff is requesting that the Town authorize the new agreement utilizing Section IV.L of the Town's purchasing policy, which allows the Town Commission to waive the Town's purchasing requirements when they find that an alternative purchasing method is in the best interest of the Town. Money is budgeted for this service in the General Fund in account 001-541100-500345 (Public Works-Contractual Services).

Recommendation: Approve Resolution 2024-62 Authorizing the Town Manager to execute an agreement with Beach Raker, LLC for beach maintenance and cleaning services.

Exhibits:

1. Resolution 2024-62 Beach Raker

RESOLUTION NO. 2024-62

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH BEACH RAKER LLC FOR BEACH MAINTENANCE AND CLEANING SERVICES; FINDING THAT THE AGREEMENT IS IN THE BEST INTEREST OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.L OF THE TOWN'S PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) desires beach maintenance and cleaning services to ensure the upkeep and cleanliness of the Town beach (the “Services”); and

WHEREAS, Beach Raker LLC (the “Contractor”) has been the Town's beach maintenance contractor since 1986 and has agreed to continue providing the Services; and

WHEREAS, the Town wishes to enter into an agreement with the Contractor for the Services for an initial four (4) year term, with two (2) optional renewal terms of three (3) years each, at an amount not to exceed \$24,000 per month, in substantially the form attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, for any renewal terms, the monthly fee shall be adjusted annually based on the Consumer Price Index (CPI) or five percent (5%), whichever is lower; and

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

WHEREAS, the Town Commission deems it in the best interest of the Town and its residents to approve the Agreement with the Contractor for the Services.

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

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

35 **Section 2. Competitive Solicitation Exempt.** The Town Commission finds the
36 Agreement between the Town and the Contractor for the Services is in the best interest of the
37 Town and exempt from competitive solicitation, pursuant to IV.L of the Town Purchasing Manual.

38 **Section 3. Approval.** The Town Commission hereby approves the Agreement with the
39 Contractor for the Services, in substantially the form attached hereto as Exhibit “A.”

40 **Section 4. Authorization to Execute Agreement.** The Town Manager is hereby
41 authorized to execute the Agreement with the Contractor for the Services, in substantially the form
42 attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed
43 acceptable to the Town Manager and approved as to form and legal sufficiency by the Town
44 Attorney.

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

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

50 **PASSED AND ADOPTED** this _____ day of December, 2024.

51 _____
52 Mayor Edmund Malkoon

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Attest:

Katrina Adler, Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOWN OF LAUDERDALE-BY-THE-SEA
AND
BEACH RAKER, LLC

This Professional Services Agreement (“Agreement”), made and entered into this ____ day of _____ 2024 (“Effective Date”), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the “Town”) and **BEACH RAKER, LLC**, a Florida limited liability company (hereinafter, the “Contractor”).

WHEREAS, the Town desires beach maintenance and cleaning services to ensure the upkeep and cleanliness of the Town beach (the “Services”); and

WHEREAS, Beach Raker LLC (the “Contractor”) has been the Town's beach maintenance contractor since 1986 and has agreed to continue providing the Services in accordance with the terms of this Agreement; and

WHEREAS, the Town and Contractor, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

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

1. Services. The Contractor shall perform the services provided below, as requested by the Town (the “Services”):

1.1 Beach Maintenance Service Levels:

Area	Mechanical Cleaning	Sanitizing	Beach Screening
South Beach Flamingo Ave- Pine Ave	7 days Monday-Sunday	7 days Monday-Sunday	Once per month in November, December, January, February
North Beach Pine Ave-Town Limits	7 days Monday-Sunday	2 days Monday & Friday	Once per month in November, December January, February

2. Term. The term of this Agreement shall be from the Effective Date through four years thereafter, unless earlier terminated in accordance with Paragraph 7. Additionally, the Town Manager may renew this Agreement for two additional three-year periods on the same terms as set forth herein upon written notice to the Contractor.

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

4. Compensation. Contractor shall be compensated for the provision of the Services in an amount not to exceed \$24,000.00 annually during the Initial Term. The Renewal Terms For any renewal term, the monthly fee shall be adjusted based on the Consumer Price Index (CPI) or five percent (5%), whichever is lower. The Town shall pay the Contractor within 30 days of receipt of an approved invoice.

4.1 The Contractor shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

5. Books and Records. Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of the Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Contractor based upon such entry.

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

7. Termination.

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

7.2 Termination for cause. This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the Town, Contractor shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.1 of this Agreement, and the provisions of Section 7.1 shall apply.

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

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

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

For The Contractor: Chip Jones, President/CEO
220 NE 13TH Street
Pompano Beach, FL 33060

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

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

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

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

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$1,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.
2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired and Non Owned Auto Liability.
4. **Professional Liability** – \$1,000,000 policy to be written on a claims-made basis.
5. **Deductibles** - All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

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

12. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance

of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

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

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

(a) 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.

(b) 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.

(c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

(d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the 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.

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

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

15. Scrutinized Companies

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

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

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

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

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

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

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

20. Ethics.

- a. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
- c. No vendor shall give, solicit for, deliver or provide a campaign contribution

directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

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

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

22. 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 Consultant 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.

23. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity 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. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

BEACH RAKER LLC

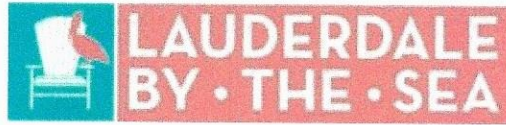
By: _____
Linda Connors, Town Manager

By: _____
Chip Jones, President/CEO

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen



**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), a governmental entity 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 a governmental entity which would grant the entity access to an individual's personal identifying information.

1. BEACH RAKER LLC ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

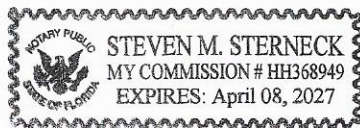
Under penalties of perjury, I declare that I have read the foregoing, and the facts stated in it are true:

[Signature]
(signature)
Print Name: George "Chip" Jones

OATH OR AFFIRMATION

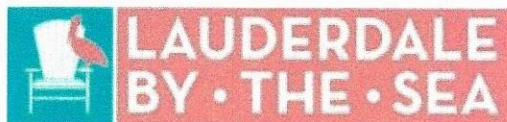
State of Florida
County of Broward

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 19 day of November, 20 24 by George L Jones Jr
(name of person) as President (type of authority) for BEACH RAKER LLC
CLC (name of party on behalf of whom instrument is executed).



[Signature]
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



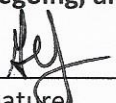
**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with 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 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 a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of BEACH RAKER LLC, a nongovernmental entity.
3. BEACH RAKER LLC does not use coercion for labor or services as defined in the relevant section of the law.

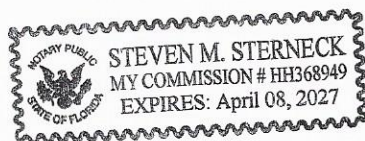
Under penalties of perjury, I declare that I have read the foregoing, and the facts stated in it are true:

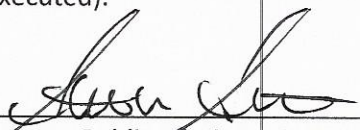

(signature)
Print Name: George "Chip" Jones

OATH OR AFFIRMATION

State of Florida
County of Broward

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 19 day of November, 2024, by George L. Jones Jr.
(name of person) as President (type of authority) for BEACH RAKER LLC
(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

Noncoercive Conduct for Labor or Services Affidavit

Beach Raker

220 NE 13th Street, Pompano Beach, FL 33060 | 954-560-3906 | customerservice@floridabeachraker.com

18 Nov 2024

Ken,

Since 1986, Beach Raker has been a proud partner with the Town of Lauderdale-By-The-Sea and we look forward to continuing to provide the highest levels of service the residents have come to expect. Over the last four decades, Beach Raker has not only addressed the increasing levels of sargassum on our beaches, but has also addressed daily litter control, occurrences of red tide, hurricane recovery and medical emergencies in partnership with the Town. Our current contract is for \$20,500 and is up for renewal at the end of the year. Our standard practice, assuming the scope of work does not change, is to adjust the pricing based on the annual consumer price index (CPI). CPI for the last five years is listed below, with 2024 being an estimate.

2020 – 1.2%
2021 – 4.7%
2022 – 8%
2023 – 4.1%
2024 – 2.5%

Calculating the above, the new amount would be \$25,031. Beach Raker will reduce this to \$24,000 and lock this in for the initial four-years of our new long-term agreement. The following two three-year annual extensions will be increased based on the current year's CPI recognized by the Town of Lauderdale-By-The-Sea.

For your reference, I am including a list of the municipalities we currently service. Please let me know if there are any additional questions.

We look forward to continuing our decades-long partnership.

Kind regards,



Chip Jones
President/CEO
Beach Raker, LLC

The following includes a list of current municipal clients

1. Client: Miami Dade County
Address: 111 NW 1st Street, 26th Floor Miami FL 33128
Name of Contact: Paul Vitro, Region Manager
Telephone Number: 305-365-3015
Email: paul.vitro@miamidade.gov
Service: Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Trash and Debris Removal
Period: 2020 – Present
2. Client: City of Pompano Beach
Address: P.O Box 13pp, Pompano Beach FL 33061
Name of Contact: Russell Ketchem, Solid Waste Manager
Telephone Number: (954) 786-5516
Fax Number: (954) 545-7011
Email: russell.ketchem@copbfl.com
Service: Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Trash and Debris Removal, Turtle nest re-establishment
Period: 1979 to Present
3. Client: Town of Lauderdale-by-the-Sea
Address: 4501 N. Ocean Dr, Lauderdale By The Sea FL33308
Name of Contact: Ken Rubach, Public Works Director
Telephone Number: (954) 640-4233
Email: kenr@lbts-fl.gov
Service: Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Trash and Debris Removal
Period: 1986 to Present
4. Client: Jacksonville Beach (Parks)
Address: 1460-A Shetter Ave, Jacksonville Beach FL 32250
Name of Contact: Jason Phitides, Street General Supervisor
Telephone Number: 904-349-4457
Email: jphitides@jaxbchfl.net
Service: Trash and Debris Removal
Period: 2018 – Present
5. Client: Jacksonville Beach (Beach Services)
Address: 1460-A Shetter Ave, Jacksonville Beach FL 32250
Name of Contact: David McDonald, Street Superintendent
Telephone Number: 904-813-5990
Email: dmcdonald@jaxbchfl.net
Service: Seaweed Raking, Barber Surf Raking, Beach Cleaning, Debris Removal
Period: 2018 – Present

6. Client: City of Key West
Address: P.O. Box 1409, Key West FL 33041
Name of Contact: Michael Turner, Deputy Director
Telephone Number: 305-809-3767
Email: mturner@cityofkeywest-fl.gov
Service: Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Beach Cleaning, Trash and Debris Removal, Pressure Cleaning
Period: 2020 to Present
7. Client: Village of Key Biscayne
Address: 88 W. McIntyre St. Key Biscayne FL 33149
Name of Contact: Natanael Diaz, Superintendent, Public Works Department
Telephone Number: (305) 365-7568
Email: ndiaz@keybiscayne.fl.gov
Service: Seaweed Raking, Barber Surf Raking, Beach Cleaning, Debris Removal.
Period: 2014 to Present
8. Client: City of Miami Beach
Address: 1001 Ocean dr. Miami Beach FL 33139
Name of Contact: Jose Catusus Ripple, Beach Maintenance Director
Telephone Number: 305-240-9022
Email: josecatusus@miamibeachfl.gov
Service: Support Services. Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Beach Cleaning, Debris Removal
Period: Hired on as needed basis
9. Client: City of Dania Beach
Address: 100 W Dania Beach Blvd, Dania Beach Fl 33004
Name of Contact: Eric Brown, Director of Parks and Recreation
Telephone Number: 954-924-6800 ext. 3730 office
Email: ebrown@daniabeach.gov
Service: Beach Cleaning, Barber Surf Raking, Trash and Debris Removal
Period: 2012 – Present
10. Client: Nassau County
Address: 45195 Musselwhite Rd, Callahan FL 32011
Name of Contact: Doug Podiak, Director of Public Works
Telephone Number: 904-530-6120
Email: dpodiak@nassaucountyfl.com
Service: Beach Cleaning, Trash and Debris Removal
Period: 2020 – Present

11. Client: City of Fernandina Beach
Address: 2500 Atlantic Avenue, Fernandina Beach FL 32034
Name of Contact: Nan Voit, Parks & Rec. Director
Telephone Number: 904-310-3357
Email: nvoit@fbfl.org
Service: Beach Cleaning, Debris Removal
Period: Hired on as needed basis for special events
12. Client: Monroe County
Address: 123 Overseas Hwy – Rockland key, Key West FL 33040
Name of Contact: John Allen, Director Monroe County Parks and Beaches
Telephone Number: 786-847-3358
Email: allen-john@MonroeCounty-FL.Gov
Service: Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Beach Cleaning, Debris Removal, Pressure Cleaning
Period: 2020 to Present
13. Client: City of Marathon
Address: 9805 Overseas Hwy, Marathon FL 33050
Name of Contact: Carlos Solis, Director of Public Works & Engineering
Telephone Number: (305) 289-5008
Email: solisc@ci.marathon.fl.us
Service: Seaweed Raking, Beach Cleaning, Debris and Trash Removal.
Period: 2013 – Present
14. Client: Bal Harbour Village
Address: 655 96th Street, Bal Harbour Village FL33154
Name of Contact: Robert Clark, Operations Supervisor
Telephone Number: (954) 684-22039
Email: rclark@balharbourfl.gov
Service: Seaweed Raking, BeachTech Screening & Sifting, Beach Cleaning
Debris and Trash Removal.
15. Client: City of Hollywood
Address: P.O. Box 229045, Hollywood FL 33022
Name of Contact: Steve Salafrio, Beach Maintenance Supervisor
Telephone Number: 954-921-3260
Email: ssalafrio@hollywoodfl.org
Service: Seaweed Raking, Barber Surf Raking,
BeachTech Screening & Sifting, Beach Cleaning, Debris
Removal
Period: Hired on as needed basis

16. Client: City of Vero Beach
Address: P.O. Box 1389, Vero Beach FL 32961
Name of Contact: Nanette Haynes, Grounds Maintenance Manager
Telephone Number: 772-978-5470
Email: nhaynes@covb.org
Service: Barber Surf Raking,
BeachTech Screening & Sifting, Beach Cleaning, Debris
Removal
Period: 2020 – Present
17. Client: City of Ft. Lauderdale
Address: 100 N. Andrews Ave. Ft. Lauderdale FL 33301
Name of Contact: Mark Almy, Park Operations Superintendent
Telephone Number: 954-828-5869
Email: malmy@ftlauderdale.gov
Service: Support Services. Seaweed Raking, Barber Surf Raking,
BeachTech Screening & Sifting, Beach Cleaning, Debris
Removal
Period: Hired on as needed basis
18. Client: City of Deerfield Beach
Address: 150 NE 2nd Street, Deerfield Beach FL 33441
Name of Contact: Mike Pursell, Superintendent of Parks & Recreation
Telephone Number: 954-571-2670
Email: mpursell@deerfield-beach.com
Service: Support Services. Seaweed Raking, Barber Surf Raking,
BeachTech Screening & Sifting, Beach Cleaning, Trash and
Debris Removal
Period: Hired on as needed basis
19. Client: Town of Surfside
Address: 9293 Harding Ave, Surfside FL 33154
Name of Contact: Hector Gomez, Public Works
Telephone Number: 786-778-1728
Email: hgomez@townofsurfsidefl.gov
Service: Seaweed Raking, Barber Surf Raking, Beach Cleaning, Debris
Removal
Period: 2022 – Present
20. Client: City of Boca Raton
Address: 201 W Palmetto Park Rd, Boca Raton FL 33431
Name of Contact: Gary Spencer, Park Maintenance Supervisor III
Telephone Number: 561-393-7840
Email: Gspencer@ci.boca-raton.fl.us

Service: Support Services. Seaweed Raking, Barber Surf Raking,
BeachTech Screening & Sifting, Cherrington Sifting, Beach
Cleaning, Debris Removal
Period: Hired on as needed basis

21. Client: Town Of Jupiter Island
Address: 2 Bridge Road, Hobe Sound FL 33455
Name of Contact: John Duchock, Town Manager & Beach District Director
Telephone Number: 772-545-0187
Email: jduchock@tji.martin.fl.us
Service: Litter control and debris removal. Emergency disaster relief
Period: 2024 – Present (Outside of turtle season)



BEACRAK-01

SGARDNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Plastridge Insurance Agency 820 NE 6th Avenue Delray Beach, FL 33483	CONTACT NAME: PHONE (A/C, No, Ext): (561) 276-5221 FAX (A/C, No): (561) 276-5244 E-MAIL ADDRESS: delraydocs@plastridge.com
	INSURER(S) AFFORDING COVERAGE INSURER A : James River Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED BEACH RAKER, LLC 220 NE 13th St Pompano Beach, FL 33060	NAIC # 12203

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER: \$2m per project agg / capped at \$	X	X	P0000003518	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 CYBER LIABILITY \$ 100,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			000975885	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

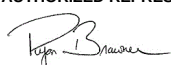
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations: Beach Cleaning and Raking

Certificate holder is listed as additional insured with respects to General Liability when required by written contract. Waiver of Subrogation applies when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Lauderdale By The Sea 4501 North Ocean Drive Lauderdale By The Sea, FL 33308	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER DTRT Insurance Group, Inc 12550 W ATLANTIC BLVD CORAL SPRINGS FL 33071		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 954-772-8232 E-MAIL: COL@dtrtinsurance.com ADDRESS: COL@dtrtinsurance.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : INFINITY ASSURANCE INS CO		39497K
INSURED BEACH RAKER LLC 220 NE 13TH ST Pompano beach FL 33060		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			50007232601	5/3/2024	5/3/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP \$ 1,000,000 \$ \$ \$ \$ 10,000
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Physical Damage			50007232601	5/3/2024	5/3/2025	Deductibles - Comp: \$500, Coll: \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CLEANING SERVICES

CERTIFICATE HOLDER**CANCELLATION**

Town of Lauderdale by the Sea 4501 N Ocean Dr Lauderdale-by-the-Sea FL 33308-3610	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kristian Shaffer</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh McLennan Agency, LLC - Bouchard Region 101 North Starcrest Drive Clearwater, FL 33765	CONTACT NAME: PHONE (A/C, No, Ext): (727) 447-6481 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED FrankCrum 12, Inc. Alt. Emp: Beach Raker LLC 100 South Missouri Avenue Clearwater, FL 33756	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Zurich Insurance Company	40142	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : American Zurich Insurance Company	40142														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:**24FL080969170**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 47-58-512-13	06/01/2024	06/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	06/01/2024	06/01/2025	Client# B0265-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Beach Raker LLC
220 NE 13th St
Pompano Beach, FL 33060

CERTIFICATE HOLDER

Town of Lauderdale By The Sea
4501 Ocean Drive
Lauderdale bythe Sea, FL 33308

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE