

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, January 14, 2025

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, January 14, 2025, 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 Rabbi Benzion Singer**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Christmas By The Sea Recap Presentation
 - 5.b. Annual Report Video
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for November 12 and December 10, 2024.
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
13. **NEW BUSINESS**
 - 13.a. Special Event Application: 2025 A1A Marathon
14. **COMMISSIONER PRESENTATIONS**
15. **COMMISSIONER COMMENTS**
16. **ORDINANCES 1st Reading**
17. **ORDINANCES 2nd Reading**
 - 17.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.
18. **RESOLUTIONS – PUBLIC COMMENTS**

- 18.a.** RESOLUTION 2025-01: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH JAMES S. TITCOMB FOR COMMUNITY VISIONING AND STRATEGIC PLANNING SERVICES; FINDING THAT THE AGREEMENT IS EXEMPT FROM COMPETITIVE SOLICITATION UNDER THE TOWN PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.
- 18.b.** RESOLUTION 2025-02: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HITCHCOCK DESIGN GROUP INC. FOR THE EL PRADO PARK REVITALIZATION PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- 18.c.** RESOLUTION 2025-03: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR THE TOWN'S COMPREHENSIVE VULNERABILITY ASSESSMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- 18.d.** RESOLUTION 2025-04: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR THE BEL AIR NEIGHBORHOOD TRAFFIC CALMING STUDY; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- 18.e.** RESOLUTION 2025-05: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A TEMPORARY ACCESS EASEMENT AGREEMENT WITH BROWARD COUNTY FOR THE SHORE PROTECTION PROJECT, SEGMENT II; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR 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: January 14, 2025

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 Anderson, Special Events and Marketing Manager, will give recap presentation.

Recommendation:

Exhibits: None



Agenda Item No: 5.b.

Town Commission Agenda Item Report

Meeting Date: January 14, 2025

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Annual Report Video

Explanation: Last year, the Town produced a "Year In Review" video that highlighted our annual accomplishments. It was well received, and we have prepared a 2024 Year in Review that will be presented at the meeting.

Recommendation: N/A

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: January 14, 2025

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: 1. Charter Review Board

The Charter review board will hold its first meeting on February 4th, 2025. Please note that the date was reserved for a strategic plan workshop which will be rescheduled. At our next Commission meeting, we will have an item to discuss the current charter to make any recommendations to the review board.

2. Town Topics

In January 2024, the Commission transitioned from mailing hard copies of the Town Topics quarterly publication to sending an email version. Over a year, the Town gathered email addresses of our residents and guests who would like to receive the publication electronically. At the same time, we also collected the addresses of those who would like to continue to receive a hard copy. To date, we email Town Topics to approximately 2,300 contacts and mail about 350 hard copies. At our last few Commission meetings, the Commission has discussed Town Topics and whether the Town should revert to a print version for all residents (not just those who opt-in) or registered voters. To assist in making a decision, the Commission requested information about mailing costs and our distribution rates. The requested information follows.

Currently the electronic version of the Town Topics is uploaded as a PDF document to the Town's website. The current integration Civic Plus, our provider, has with Google Analytics does not provide views on the pdfs – just the pages on the Town's site. We have asked Civic Plus to add Google Tag Manager to track PDF views and if there is a cost to do so. However, an accurate accounting of clicks cannot be determined until this change has been made. If they don't allow it or it's cost prohibitive to add we can offer additional solutions for consideration. Most flip book software have subscription fees ranging from \$150 to \$400 per month which would include analytics.

Cost to Print

As the number of printed copies increase, the costs for the printing decreases because the set up, which is the most expensive aspect of the printing process, remains the same. The

postage price is subject to change based on the Post Office established rates. According to the Supervisor of Elections Office, LBTS has 5,061 Registered Voters and 586 Inactive Voters. If the Commission decides to re-establish a hard copy mailing to all residents or registered voters, staff suggests mailing to all households as the printing and mailing is funded through taxpayer dollars.

Distribution	Annual Costs
Digital + Mail to Requests	\$ 4,800
Town Registered Voters (5,061)	\$30,142
All Town Households (4,735)	\$28,200
Households with at least 1 voter (3,594)	\$21,404

Advertisement Request

Staff sent advertisement information to all of our businesses for opportunities to advertise. We also hand-delivered the costs for the advertisement to our businesses. Additionally, Town asked the Chamber to send out advertising information to their membership. The current advertising rates are:

	Full Page	Half Page	Quarter Page	Business Card
1x Rate Per Issue	\$850	\$425	\$215	\$70
2x Rate Per Issue	\$810	\$405	\$205	\$65
3x Rate Per Issue	\$770	\$385	\$195	\$60
4x Rate Per Issue	\$730	\$365	\$185	\$55

3. LBTS Mobile App Update

The Town's new mobile app launched in December 2024. The app communicates with the Town's web page so information is always updated in real time. To download the app on your phone go to the App Store on your mobile device. Select "My Civic Services" and install. Next, search for your desired city by typing "My Lauderdale-By-The-Sea" and select. The app specific to our Town will now be available on your phone.

While much of the information mirrors what's on the website, the unique feature with the app is the capability to "report an issue." To use this feature, you must create a profile as the individual submitting the report will get real-time updates from Town Staff. Issues about property damage, street maintenance, landscaping, beach maintenance, and more can all be reported. These issues go directly to a Town Staff member assigned to the issue who will work internally to address the situation. Updates on the project status, confirmation of completion, and additional notes can all be shared with the submitting individual.

4. Donovan Williams

With the hiring of Donovan Williams, we are one step closer to completing our code team. You may all recognize Donovan Williams, he was previously our friendly parking ambassador and has been working in the Town for 4 years.

5. Sea Turtle Parking Passes

The Broward County Sea Turtle Conservation Program monitors the sea turtle activity on our beach. Each year, we provide this organization 14 parking passes to conduct their surveys and responses to sea turtle emergencies. The usual policy is to have the Commission consider requests for parking passes at a Commission meeting. However, last year, the Commission approved the parking pass allocation to this program with the request to inform the Commission after the fact.

6. Upcoming Meetings

Date	Meeting	Time
January 23	Code Compliance	5:00 PM
January 28	Town Commission Meeting	6:30 PM
February 4	Charter Review Board	6:00 PM
February 11	Town Commission Meeting	6:30 PM

Recommendation:

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: January 14, 2025

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 12 and December 10, 2024.

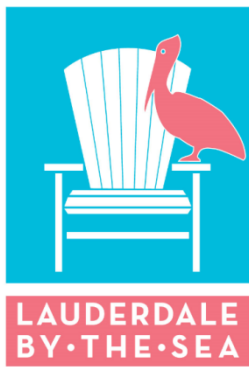
Explanation: Draft minutes for approval for the following meetings:

- November 12, 2024 Regular Commission Meeting
- December 10, 2024 Regular Commission Meeting

Recommendation: Accept/Approve

Exhibits:

1. 11-12-24 Regular Commission Meeting Minutes
2. 12-10-2024 Regular Commission Meeting Draft Minutes



**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, 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 Pouloupoulos 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

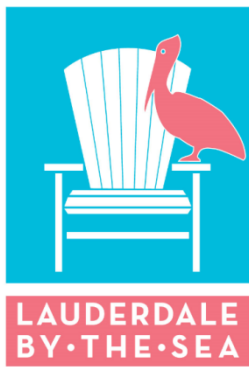
With no other business to come before the Commission at this time, the meeting was adjourned at 10:12 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, December 10, 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

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Malkoon requested that Item 18b be heard immediately following Public Comments. He also noted that Item 5a, the Christmas By The Sea recap presentation, would be deferred.

Commissioner DeNapoli requested a discussion of printing the *Town Topics* newsletter. It was determined that this would be addressed under the Town Manager Report.

5. PRESENTATIONS

a. Christmas By The Sea Recap Presentation

This Item was deferred to a later date.

b. Lobbyist Presentation

Candice Ericks, representing TSE Consulting, advised that no members of the Florida House of Representatives have received their Committee assignments yet. The new Speaker of the House will be Representative Danny Perez, and Senator Ben Albritton will be the new President of the Senate.

Lauren Jackson, also representing TSE Consulting, reported that the Republican Party currently holds a supermajority in the Florida Legislature. The incoming Speaker of the House has already made two significant changes: he has consolidated a number of Committees and created multijurisdictional “issue groups” for which participants will be selected by the Committees. The issue groups will hold public meetings.

The Speaker of the House also changed the name of the Appropriations Committee to the Budget Committee. He felt member projects were taking up too much budget time and wished to focus attention on the budget as a whole. Ms. Jackson recommended that proposed projects should be affordable.

The Senate President’s areas of interest include education, agricultural and rural communities, resiliency, and emergency management. State Senator Jason Pizzo, who represents Lauderdale-By-The-Sea, was elected Senate Minority Leader and has a strong working relationship with Senate President Albritton. State Representative Chip LaMarca is well-regarded by his colleagues as well.

In terms of issues, not many bills have been filed thus far. Ms. Jackson reported that the Speaker is concerned with property insurance and the cost of living, and has a different approach to this subject than the Governor. The Senate President has also indicated that he may have an interest in provider accountability. There may be further attempts at property insurance reform in the 2025 session.

Many of the same local government issues from the 2024 session and prior sessions are expected to recur, possibly including raising the sovereign immunity cap, Building Code reform, property taxes, and other items. Ms. Jackson recalled that when the Governor vetoed Senate Bill (SB) 280, which addressed vacation rental properties, he stated that there is no “one size fits all” solution to the issue in Florida.

Commissioner Pouloupoulos requested information on Lieutenant Governor Jeannette Nunez’s relationship with the incoming Speaker as well as her views on homeowner’s insurance reform. He pointed out that there is a possibility that Governor Ron DeSantis may be chosen for a position in the incoming presidential administration. Ms. Jackson replied that the Lieutenant Governor understands the insurance market in South Florida.

She did not have information on how closely the Lieutenant Governor's views might mirror the Governor's.

Commissioner Graziano stated that he would like to see a report on what the Town is considering as its priorities in the coming year. He suggested that the Town Manager share the priorities given to TSE Consulting with the Town Commission, emphasizing that it is the Commission which sets policy.

6. PUBLIC COMMENTS

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

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

18. RESOLUTIONS – PUBLIC COMMENTS

- 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. 2023/24-074; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK 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.

Deputy Town Manager/Public Works Director Ken Rubach stated that the proposed piggyback agreement addresses the surfacing of the Friedt Park playground area. The Town anticipates delivery of playground equipment during the first or second quarter of 2025.

The Commission is asked to choose between two proposed surfaces. One is poured-in-place rubber, which is similar to the existing surface, while the other option is synthetic turf. The greatest difference between the two options is cost. He added that one

consideration with synthetic turf is that areas with high usage by pets can develop an odor, but pointed out that the playground is not an area that allows pets.

Vice Mayor Strauss requested additional information on how heat could affect the surfaces. Kevin Harding, representing Rep Services, advised that grass is typically cooler than poured rubber. His recommendation, should the Commission choose the rubber surface, would be for a single color, which would help maintain lower temperatures. More of the playground area will be shaded, and misters are included in the design to help keep temperatures down.

Mr. Harding continued that the poured rubber will last longer if it is maintained properly, including re-coating every two years. Turf has a slightly shorter lifespan but requires less maintenance. He could not estimate annual maintenance costs for either surface.

Deputy Town Manager/Public Works Director Rubach added that Town Staff would maintain the area if no specialty treatment is required. He did not feel maintenance should factor heavily into the Commission's decision.

Commissioner Pouloupoulos asked if the proposed turf would be more similar to grass or Astroturf. Mr. Harding replied that it would be short-pile artificial turf specifically designed for a playground setting. Neither surface is toxic.

Commissioner Pouloupoulos asked for Mr. Harding's recommendation on the surface material. Mr. Harding replied that he felt turf would be a better application for the Town, but reiterated that the poured rubber may last longer with maintenance.

Commissioner Pouloupoulos requested clarification of the current playground surface. Mr. Harding stated that this is poured rubber, which includes roughly three inches of loose rubber below the surface. The turf includes approximately two inches of infill. Both surfaces are designed to accommodate eight feet of critical fall height.

Deputy Town Manager/Public Works Director Rubach advised that his only concern with synthetic turf was minor separation, but acknowledged that this can also happen with the poured rubber surface. He felt the poured surface would be preferable if the Town plans to maintain it; if they cannot provide the required level of maintenance, then turf would be preferable.

Commissioner DeNapoli noted that the current poured surface has a slight bounce. Mr. Harding confirmed that turf also provides this type of slight cushion beneath its surface.

Commissioner DeNapoli also asked if damage to the poured surface, such as chips or indentations, can be fixed. Mr. Harding replied that this can be repaired. Wear to either surface is expected to be negligible. It is also not difficult to replace playground equipment on either surface.

Commissioner Pouloupoulos asked if the turf option includes rubber pellets. Mr. Harding replied that the infill material would be sand rather than rubber.

Mayor Malkoon commented that his preference was for the poured-in-place rubber surface, as it can last longer.

Deputy Town Manager/Public Works Director Rubach stated that the cost of simply designed turf with no additions would be approximately \$142,000, while the poured rubber surface would be approximately \$170,000. More detailed design elements would be \$162,000 for the turf and \$183,000 for the poured-in-place rubber. The Town has received a grant which could help cover any higher-end costs. He expected the project to come in under budget.

Commissioner Pouloupoulos advised that his preference would be for turf, as it would hold less heat than poured rubber.

Deputy Town Manager/Public Works Director Rubach also confirmed that the playground area would maintain its current layout with sand at the northwest corner. There is no equipment in that area.

Commissioner Pouloupoulos asked if there are any other options, such as mulch or non-toxic rubber mulch. Mr. Harding explained that the fall rating is one consideration. He also pointed out that wood fiber or mulch requires daily maintenance and can move or blow away. Sand is also not recommended because it can move around.

Commissioner Graziano stated that he was in favor of poured-in-place rubber, as it would last longer and may be more comfortable than turf.

Commissioner DeNapoli asked if a surface with actual sand is more difficult to clean. Mr. Harding replied that it is not, but noted that sand can be blown off the poured surface more easily.

Commissioner Pouloupoulos made a motion for the turf option without designs.

Vice Mayor Strauss observed that grant funds will not cover the entire cost of either surface, which meant adding a design would cost some of the Town's money. Without the design, the Town could save roughly \$20,000.

Vice Mayor Strauss seconded the motion.

Commissioner DeNapoli requested clarification of the useful life of either surface for a playground. Mr. Harding replied that the difference between the two options would be minimal and would depend mostly upon use and maintenance of the site. Deputy Town Manager/Public Works Director Rubach added that other communities have indicated the poured-in-place rubber could provide another five to seven years' use if properly maintained; however, maintenance is key to that longevity. The lifespan of either surface is approximately 10 years when well-maintained.

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

7. PUBLIC SAFETY DISCUSSION

a. BSO November 2024 Public Safety Report

Broward Sheriff's Office (BSO) Captain Bill Wesolowski stated that the Winterfest Boat Parade is scheduled for Saturday, December 14, 2024 in Fort Lauderdale. The bridge will remain in the upright position between roughly 8:30 p.m. and 11 p.m.

Captain Wesolowski also noted that over 40 BSO personnel were assigned to the recent Christmas By The Sea event. He recognized BSO's bomb squad and neighborhood support team, as well as the Pompano Beach crime suppression team, for their assistance.

BSO held a shred-a-thon the previous week at Assumption Catholic Church. Over 160 vehicles came by the site and over 5000 lbs. of material was collected and shredded.

Captain Wesolowski advised that Deputy Claudio Reese is the Deputy of the Month award recipient again in November. Deputy Reese investigated the destruction of a Town sign using the license plate reader (LPR) system and identified the responsible vehicle.

b. PBFR November 2024 Public Safety Report

Fire Marshal Ashley Zalewski, representing Pompano Beach Fire Rescue (PBFR), reported that crews responded to 144 calls in November 2024, with an average call time of slightly over six minutes. She recalled that one crew responded to a cardiac arrest and saved the patient's life by administering CPR.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors advised that the Town's website has been updated, including enhancement of the front page calendar. Work will continue to ensure the information on every page transferred correctly. She recognized Events and Marketing Manager Katie Anderson for this work.

The Community Center will close on December 23, 2024 for a holiday break and will reopen on January 2, 2025.

The Town has hired an Assistant Development Services Director, Terry-Ann Boyd, who will oversee Code Compliance. She has previously served as a Code Officer for the Town and is now working with Development Services Director Jhanelle Campbell to review applications for the remaining Code Officer positions.

The Farmers Market returned on December 1, 2024 and will remain in place every Sunday throughout the season.

Yoga by the Beach will begin in January 2025 at 7 a.m. every Tuesday and Thursday in El Prado Park.

Town Manager Connors reported that Florida Power and Light (FPL) recently provided the Town with documentation in relation to an easement. The document has been reviewed and approved and the design of work in the easement is underway so the developer can proceed with his project.

The next Town Commission meeting is scheduled for January 14, 2025. A Special Magistrate meeting will be held on January 23, 2025. The final Commission meeting in January 2025 is scheduled for January 28.

Town Manager Connors addressed the *Town Topics* discussion, recalling that the Commission had elected to wait and decide how they would like to move forward with mailing the document to residents. At present, plans are to email digital copies and mail physical copies only to those individuals who requested them. Approximately 350 individuals have requested physical copies. Another 50 copies are printed and made available at Town buildings. The cost is roughly \$4800. Mailing *Town Topics* to all registered voters would cost \$24,000 per quarter.

Mayor Malkoon requested clarification of whether the document would be delivered to all registered households or all registered voters, noting that there are likely to be multiple registered voters in a household. Town Manager Connors clarified that the document would be mailed to approximately 3200 households.

Town Manager Connors continued that the Town has funds in the budget that could be allocated toward this item, although it is not currently budgeted. The money would come from the Town's Contingency Fund. She concluded that Staff will carry out the Commission's wishes on this item.

Mayor Malkoon asked if any additional advertisers have shown an interest in *Town Topics*. Town Manager Connors replied that after the previous Commission meeting, Staff sent out an email to all Town businesses to gauge interest. One individual who expressed interest at the meeting has responded, but there has been no additional interest in advertising.

Town Manager Connors confirmed that she would clarify the numbers of registered households and registered voters in the Town. The January edition of *Town Topics* is currently being prepared. It can be issued at the beginning of January 2025 or held until later in that month if that is the Commission's desire.

Commissioner DeNapoli recalled that at the previous meeting, the Commission had indicated they would evaluate the issue further at the next meeting, including information on average monthly click-through rates for emails. Town Manager Connors advised that the Town's click-through rate is higher than expected, although she did not have exact information on hand. Commissioner DeNapoli confirmed that he wished to see a month's average click-through rate.

Town Manager Connors further clarified that residents who receive Town emails have requested them, which may contribute to the high click-through rate.

Commissioner DeNapoli suggested that sending out physical copies of *Town Topics* at least once per year, and encouraging residents who want these copies to request them, could reach residents and others who may not have seen the last notice recommending that they sign up for physical copies. Town Manager Connors advised that there has been an exceptional response to periodic neighborhood signs and suggested that a similar campaign be undertaken for *Town Topics*.

Mayor Malkoon noted that another option is to send physical copies to all households and request that individuals who do not want these copies opt out of receiving them, or encouraging them to sign up for electronic copies. He requested that further clarifications be presented at the next Commission meeting. Town Manager Connors confirmed that she would bring back information on the click-through rate for the Town's last six emails as well as the number of households receiving *Town Topics*.

Town Manager Connors reiterated that the next edition of *Town Topics* is currently being prepared, but emphasized that the Commission may choose to delay the issuance of the document if they wish.

Commissioner Graziano stated that he was in favor of sending physical copies of *Town Topics* to the 3200 households that have requested it. He added that if he received an email in December asking him to participate by purchasing ad space, he would not be likely to act upon it. He was in favor of a larger effort to solicit the sale of advertising in the document, including a more personalized approach instead of an email. He felt there would be some response to this type of offer.

Mayor Malkoon requested further breakdown of the distribution of *Town Topics*, including how many are sent to condominium addresses. He proposed printing a number of physical copies and distributing them to the mailrooms of condominiums.

Commissioner DeNapoli suggested that in addition to the current quarterly edition of *Town Topics*, the Town may wish to prepare a special annual printed edition featuring Town businesses and restaurants. The special edition could encourage residents to sign up for distribution of the quarterly document. He recommended against sending out this edition in December, however, as it could become lost in other activity.

It was clarified that the special printed edition would replace the regular quarterly edition in March 2025. Commissioner DeNapoli proposed that Staff solicit advertising from businesses for this special edition.

Mayor Malkoon concluded that the Commission would discuss *Town Topics* as an Agenda Item for their January 14, 2025 meeting and review the information Staff will bring back to them at that time before making a decision.

Commissioner DeNapoli also addressed lighting on El Mar Drive, noting that several residents have raised this issue. Town Manager Connors advised that FPL can be difficult to work with and places a burden on Staff members or residents who expresses concern rather than taking responsibility for their equipment; however, their responses have improved recently, possibly due to the copying of State Legislators on emails to the utility.

Deputy Town Manager/Public Works Director Rubach estimated that three to four lights on El Mar Drive may be non-functional, although FPL has addressed several areas of concern. He has also requested contact information from FPL on other utilities, including AT&T and Comcast, with respect to the identification of low-hanging wires in the Bel Air neighborhood. Those two providers responded to concerns in less than a day. He emphasized that these are safety issues and must be addressed in a timely manner.

Town Manager Connors explained that the Town has established a monthly telephone meeting in which Staff shares any issues or concerns regarding utilities, including projects that may be underway. This has been helpful in keeping the Town's liaison apprised of ongoing concerns. The first of these meetings was held in December 2024.

Mayor Malkoon requested an update on Town lighting. Deputy Town Manager/Public Works Director Rubach advised that Staff is awaiting parts for Town lighting on El Mar Drive and will continue its lighting survey with assistance from BSO.

Commissioner DeNapoli proposed that the Town consider holding a wine and food festival which could take place in the Downtown area where many restaurants are located. Restaurants located west of A1A would be given booths Downtown. The street would be closed for the event, and the profits could be shared to cover Town costs as well as shared proportionally between participating restaurants.

Commissioner DeNapoli continued that this would be in addition to Taste of the Beach and would not replace that event. He suggested that this could be an end-of-season event scheduled in April, with regular and "VIP" ticket prices. Mayor Malkoon suggested that this proposal could be placed on a future Agenda for further discussion.

Commissioner Graziano recommended that this proposal be considered further during the next year's budget conversations, pointing out that the Town may not currently have a budget to accommodate this type of event.

b. Visitor Center Quarterly Report

Assistant to the Town Manager Courtney Easley reported that the Visitor Center quarterly report covers July through September 2024. There was an 18% increase in visits compared to the previous year. She added that the Town's Little Free Library is in need of more books, which can be dropped off at the Visitor Center or at Town Hall.

The Town has a newly updated walking map which has been delivered to Town businesses and hotels.

Assistant to the Town Manager Easley thanked all of the Town's Visitor Center volunteers who assisted with recent events, including Pioneer Day, Christmas By The Sea, and Boo By The Sea.

c. September 2024 Finance Report

Director of Budget and Finance Lucila Lang noted that this will be the final report for fiscal year (FY) 2024. All figures in the report are preliminary and will be finalized upon completion of the Town's audit.

General Fund revenues exceeded the budgeted amounts across most categories, bringing favorable revenues to approximately \$800,000. She called the Commission's attention to ad valorem tax revenues, pointing out that these typically come in at 101% of the budgeted amount. The Town budgets for 95% of this expected revenue.

Regarding expenses from the General Fund, Director of Budget and Finance Lang recalled that some months ago, the Commission requested a line item review of this Fund to determine how each Town Department finished the year. The report shows that all Departments were within budget. Overall expenditures were approximately 91.28% of what was budgeted.

Other funds are also within budget, with the exception of the Sewer Fund. These revenues came in at roughly 71%, while expenses were 18% less than budgeted. This will be brought back to the Commission for further discussion in calendar year 2025.

While sewer rates have not changed since 2019, the rate charged by Pompano Beach to the Town has increased in recent years.

The Town's audit is underway and is expected to conclude in March 2025.

Mayor Malkoon asked if there is a requirement for a regularly scheduled sewer study. Deputy Town Manager/Public Works Director Ken Rubach advised that this would be warranted in a community that controls the utility; however, as both Pompano Beach and Broward County control transmission and treatment charges respectively, the Town cannot predict what rates might be each year. He was not confident a study would be accurate for this reason.

Deputy Town Manager/Public Works Director Rubach further clarified that the Town pays sewer rates on the south side of Town, while all rates on the north side are set by Pompano Beach. Transmission and treatment costs comprise roughly 80% of the sewer budget.

Director of Budget and Finance Lang stated that she will bring a discussion of nonprofit organizations before the Commission on a subsequent Agenda. She will send each Commissioner an email explaining the current process for these entities so they can discuss and provide direction regarding nonprofit requests in FY 2025-2026.

The Town has opened an account with Truist Bank with respect to the public safety facility. \$600,000 set aside for use on this facility will be transferred there, as will income from those funds in FY 2024. Director of Budget and Finance Lang added that in FY 2025, the Town will transfer an additional \$300,000 from the Fire Fund into the public safety building account as well.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. Approval of Minutes for November and December Meetings.

Commissioner DeNapoli requested a correction to p.2 of the November 11, 2024 minutes: Rick Tobin is a resident of Sea Ranch Lakes.

With regard to discussion of the Chamber of Commerce contract, Commissioner DeNapoli recalled that there had been consideration of establishing a monthly fee for the use of electricity. Town Manager Connors clarified that while this had been discussed, the Commission voted to approve a flat fee of \$250.

It was determined that the Commission would postpone approval of the November 11, 2024 meeting minutes pending further clarification.

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

- 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.**

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

Assistant to the Town Manager Easley explained that this Item amends the Town's piggyback agreement with Circuit Transit, Inc. for microtransit services within the Town. The existing agreement does not include a fare. At the November 11, 2024 Commission meeting, the Commissioners voted to approve a \$2 fare, which would be reflected in the amendment.

There are two options for the implementation of the fare:

- Set the first passenger at a base rate of \$2, with any additional passengers to pay \$1; fares would be capped at \$5
- Set a standard \$2 fare per ride

Assistant to the Town Manager Easley also noted that the Circuit app is available to international users if they convert their phone settings from their home country to the United States. Some international users choose not to make this change. She emphasized that this option has always been available. Information on how to convert the setting is available on the Town's website.

Vice Mayor Strauss stated that he was not in favor of charging a fee for Circuit use, as he felt it is the Town's obligation to provide this service to residents and guests at no charge. He pointed out that the complication of converting the mobile app can be difficult for non-United States residents and noted that many Canadian citizens visit Lauderdale-By-The-Sea. There was no charge for the Pelican Hopper, which preceded Circuit service.

Vice Mayor Strauss continued that charging a fee was likely to result in decreased Circuit ridership as well as a loss of good faith in what is provided by the Town to its residents and visitors. It would also add a complication for riders who try to flag a Circuit vehicle as well as negatively affecting tips provided to drivers. He concluded that if the Town eventually receives Broward County transportation surtax funding that will cover the cost of Circuit and reinstates free service, they will have already lost ridership as well as drivers.

Vice Mayor Strauss also noted that the proposed fare would generate \$20,000 to \$30,000, which he felt were negligible in comparison to the investment in Circuit service.

Mayor Malkoon asked if data is available on other municipalities that charge for Circuit service. Assistant to the Town Manager Easley replied that other municipalities have estimated a 10% decrease in service when rates are applied; however, normally a fee is implemented only when supply and demand for service are not in alignment. The Town currently has a good balance between these components. Riders will still be able to wave down vehicles but will need to pay the fee through use of a QR code.

Commissioner Graziano requested that when all future contracts are presented, Staff include the business's certificate of insurance in the backup materials.

Commissioner Graziano advised that the Florida Department of Transportation (FDOT) provided 50% of Circuit funding in Pompano Beach and asked if the Town had made a similar request. Assistant to the Town Manager Easley explained that the FDOT grant

applies to new service. If the Town wished to apply for those funds, they would need to either increase Circuit's hours, add vehicles, or increase the service area.

Commissioner Graziano stated that he would be in favor of asking Circuit to increase its services. He pointed out that there is also significant ongoing discussion of the printing of *Town Topics*, which carries a similar cost to the revenue that Circuit fare would produce.

Commissioner DeNapoli commented that he felt it would be better to ease into charging a fare for service rather than implementing a \$2 fare right away, particularly as there is no excess demand for the service. He felt this would have a greater effect on ridership than the Town may want.

Ron Piersante, resident, advised that he has heard feedback from seven visitors to the Town who were surprised to learn of the proposed increase in Circuit rates. They also indicated that a \$2 charge could add up quickly for riders who use Circuit service to and from their destinations. He agreed with the Vice Mayor that the existing service should not be changed.

Mayor Malkoon asked if there is a way to include round trip service in the initial \$2 fee, or if each leg of the trip would cost \$2. Assistant to the Town Manager Easley clarified that each ride would cost \$2.

Commissioner Graziano stated that he was not certain that residents were aware of the proposed fare or fully understood what the Commission was trying to achieve. Assistant to the Town Manager Easley advised that the proposed fare was mentioned in *Town Topics*, which provides a recap of Commission activity. He asked if the Commission wished to vote to reconsider this issue.

Mayor Malkoon explained that any Commissioner who voted on the prevailing side of the issue at the November 11, 2024 meeting may make a motion to reconsider if they wish; otherwise, that vote would stand. It was further clarified that the Mayor, Commissioner Graziano, and Commissioner Pouloupoulos had voted on the prevailing side and may move for reconsideration if they wish.

Town Manager Connors explained that the November 11, 2024 vote had been to bring forward the amendment to Circuit service. The amendment to the contract to allow the fare is before the Commission today for a vote. If no vote is taken on the amendment, the Item will die for lack of motion.

Commissioner Pouloupoulos recalled that he had voted in favor of the \$2 fare because there are several important items which require funding. He felt the Town should recoup \$20,000 to \$30,000 for Circuit service if possible. He also pointed out that there are very few residents present at tonight's meeting and agreed that most residents do not know what the Commission has acted upon until it is done.

Commissioner Pouloupoulos continued that he did not believe a \$2 fare was too much to ask, and that the Town's responsibility is to its taxpayers to ensure their dollars are being put to good use. He felt there are better ways to spend this money than subsidizing Circuit service. He also observed that the Town is not the first municipality to implement a fare.

Commissioner Pouloupoulos concluded that he did not feel a \$2 fare was a significant amount, and he would support either option for its implementation. He noted, however, that if the Town can secure grant funding for Circuit, he would fully support providing free service.

Commissioner DeNapoli advised that the Town will not know the full impact of implementing a fee until the change is made. He also agreed with Commissioner Pouloupoulos that the Town should save money where possible.

Commissioner DeNapoli noted that the previous meeting's backup materials show that Fort Lauderdale and Pompano Beach charge no fee for Circuit service, while Hollywood, Boca Raton, and Wilton Manors charge a \$2 fare. Boynton Beach charges different fees depending upon the zone. He pointed out that if Lauderdale-By-The-Sea charges a fare, they would differ from the neighboring municipalities of Fort Lauderdale and Pompano Beach.

Commissioner DeNapoli concluded that in addition to the stewardship of the Town's tax dollars, the Commission must also consider concerns such as parking and congestion. He felt the Commission should be sure to have a full picture of the action they are about to take.

Vice Mayor Strauss asserted that the Town has a large contingent of visitors from other countries, and reiterated that converting the mobile app can be difficult for them. He cautioned that older visitors from other countries could have trouble using the service and may lose respect for the Town. He concluded that the issue may be more complex than anticipated.

Commissioner Graziano asked if it would be difficult for the Town to apply to FDOT for grant funds. Town Manager Connors explained that while it is not difficult to apply, the issue is that the Town does not qualify for FDOT grant funds, as described earlier. If they wished to expand service by adding vehicles, for example, they would qualify. Staff has exhaustively researched the availability of any grant funds that could assist them in reducing the cost of Circuit, but there are no such funds available at present.

Town Manager Connors continued that Circuit seeks to keep wait times under eight minutes. Because the Town already meets this threshold, there is not enough demand to expand service by adding vehicles. Staff is attempting to work with Broward County so the Town can use surtax funds toward Circuit but has not received the response they had hoped for.

Commissioner Graziano asked if non-residents are permitted to buy Town parking passes. Town Manager Connors replied that they are not. Mayor Malkoon added that there are a limited number of spaces available for the parking pass system.

Town Manager Connors explained that the Town's parking pass program costs residents \$60 per year. The Town receives a payment of \$4 per hour from vehicles that do not have parking passes, which generates more revenue than the sale of a pass.

Commissioner Graziano asked if the impact of allowing non-residents to buy parking passes would be substantial. Town Manager Connors asserted that this would have a significant effect.

Commissioner Graziano continued that it is unlikely that the addition of a fare would drive away most Circuit riders. He added that while Circuit's positive attributes include congestion reduction, the service diminishes the Town's Parking Fund. Town Manager Connors pointed out that if local residents use Circuit, this will leave more parking spaces available for visitors, who will pay \$4 an hour into the Parking Fund.

Commissioner Graziano asked if part-time residents who live in condominiums can purchase parking passes. Town Manager Connors replied that these individuals may buy passes because they own property in the Town. She emphasized the importance of Circuit in taking vehicles off the street and allowing others to use parking spaces.

Commissioner DeNapoli observed that the Town's website states parking permits are available to Town residents and business employees in the A1A and Bougainvillea Drive

parking lots. Permits cost \$60 per resident each year or \$50 for senior citizen residents. Employee permits may be purchased monthly for \$27.

Commissioner DeNapoli asked how recently the Commission has voted on parking rates. Town Manager Connors estimated that this was in March 2024. Commissioner DeNapoli explained that he had heard complaints from eight business owners that the rates were higher than those in neighboring municipalities. Town Manager Connors replied that Staff surveyed rates in the area and did not establish a rate higher than others' base rate. There is also a special event rate of \$21 which is permitted when medians are opened for parking, which is typically reserved for major holiday events. She concluded that she would email the Commissioners information related to the most recent vote to increase parking rates.

Commissioner Pouloupoulos made a motion to adopt Option 1, which sets the first rider's base fare at \$2 and additional riders at \$1 per ride, with a maximum of \$5 for the total ride. [The motion died for lack of second.]

Commissioner Pouloupoulos made a motion for Option 2, setting the fare at \$2 per ride.

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

Mayor Malkoon seconded the motion. Motion carried 3-2 (Vice Mayor Strauss and Commissioner DeNapoli dissenting).

Vice Mayor Strauss returned the gavel to Mayor Malkoon.

The Commissioners took a brief recess from 8:33 p.m. until 8:38 p.m.

13. NEW BUSINESS

None.

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner DeNapoli wished happy holidays to residents, Staff, and the Commission.

Vice Mayor Strauss recognized Staff's work on the recent Christmas By The Sea event, and invited all present to the menorah lighting ceremony on December 29, 2024.

Commissioner Graziano thanked Terra Mar residents for contributing over 100 toys to a recent toy drive event. He also thanked BSO for the recent shred-a-thon event, and encouraged residents to contribute books to the Town's Little Free Library at Town Hall or the Visitor Center.

Commissioner Graziano added that he was in favor of being able to send *Town Topics* to all residents.

Commissioner Pouloupoulos and Mayor Malkoon each spoke highly of the recent Christmas By The Sea event and thanked BSO and Town Staff for their work.

All the Commissioners wished happy holidays to all present.

16. ORDINANCES 1ST READING

- 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.

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

Vice Mayor Strauss made a motion, seconded by Commissioner Graziano, to approve Ordinance 2024-11. Motion carried 5-0.

17. ORDINANCES 2ND READING

- 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.**

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

Development Services Director Jhanelle Campbell explained that Ordinance 2024-09 would remove outdated and inapplicable Code provisions related to a repealed overlay district. The Ordinance was adopted in 2005 and established a sidewalk reconstruction plan and funding mechanism for Seagrape Drive. When additional research was conducted, however, it was determined that the Seagrape Drive Sidewalk Plan only applied within an overlay district which was repealed. Code was not amended to reflect that repeal. As a result, only one property qualified for compliance in the 19 year since the Seagrape Drive Sidewalk Plan was adopted.

Other considerations related to the repeal of Chapter 30, Article XI include:

- 44% of the lots on Seagrape Drive south of Commercial Boulevard have backout parking, which would conflict with sidewalk construction under engineering standards
- Insufficient funding due to low participation
- Site conditions on Seagrape Drive
- The replacement plan is not included in the Town's Five-Year Capital Improvement Plan

Staff requests approval with no additional changes made to the Ordinance.

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

18. RESOLUTIONS – PUBLIC COMMENTS

- 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.**

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

Development Services Director Campbell stated that this Resolution would update the Development Review fee schedule. This differs from the fee schedule associated with building permits and applies only to zoning-related applications such as Site Plans, signs, landscaping, and items of a similar nature.

The fee schedule was last substantially updated in 2015. Staff requests adjustment of fees for inflation, increased operational costs, and maintenance of high-quality services. Staff researched fees in several local municipalities and recognized that the Town's fees were significantly lower than those of a number of other towns and cities.

New items added to the fee schedule include:

- Zoning question fee: because zoning questions can require significant Staff time, the first two questions will be answered at no charge, with a \$50 fee for every question thereafter; this is similar to the zoning question fee charged by Pompano Beach

Table 1 of the fee schedule does not include deposits for applications that do not require consultant review. The Town outsources most of its personnel, including the Town Attorney, Town Engineer, and planning consultant. When an application must be reviewed by multiple consultants, their fees are charged back to the applicant.

Mayor Malkoon asked if individuals with zoning questions would be immediately informed of the zoning question fee schedule. Development Services Director Campbell confirmed this, adding that Staff uses public records request software to process zoning questions as well. This can easily track the number of questions asked and will let the individual making the request know about the policy.

Town Manager Connors added that the updated fee schedule applies to vacation rental applications. Staff has reviewed the Town's fees in comparison to the fees charged by other South Florida municipalities and recommends an increase to vacation rental application fees from \$750 to \$850. In the case of short-term rentals, each additional unit would increase from \$300 to \$350. Inspection fees would increase as well.

Commissioner Poulopoulos asked what percentage of the Building Department's revenue comes from these types of fees as opposed to building fees. Development Services Director Campbell replied that the fee schedule applies strictly to zoning

application fees, which are separate from building fees, and are handled by Staff. No percentage of the increase goes to consultant CAP Government.

Commissioner Pouloupoulos advised that he would like to review the Building Department's fee schedule in the future. Town Manager Connors recalled that two to three years ago, the Town retained a consultant to conduct a survey of building fees. While the consultant recommended an increase in these fees, Staff recommended that the fees remain flat. She further clarified that Building Department fees cannot be used to supplement general governmental expenses, but must remain within that Department for use. Raising the fees would result in a surplus that cannot be transferred to another department.

Commissioner Pouloupoulos asked if the Town is adding a change of agent fee for short-term rentals. Development Services Director Campbell confirmed this. Town Manager Connors noted that this change requires Staff work, including updates to the GIS map associated with these properties. There are also costs associated with processing Code Compliance cases if the Town must use that process to obtain information.

Mayor Malkoon asked if there has been a decrease in applications related to vacation rentals. Development Services Director Campbell replied that since the end of summer, these applications have decreased in frequency. Mayor Malkoon commented that these properties may be less profitable due to insurance costs and other expenses.

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

- c. 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.**

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

Deputy Town Manager/Public Works Director Rubach explained that Beach Raker, LLC has served the Town since the late 1980s. The Town has worked with the company to secure favorable rates. Rather than charging increases based on the consumer price index (CPI), which would have cost \$25,031 per month, Beach Raker proposes an increase to \$24,000 per month. This will save the Town nearly \$50,000 over the life of the contract. Beach Raker provides beach raking and cleaning services to most of Florida's East Coast municipalities.

Commissioner Graziano stated that while he was in favor of the contract, he did not believe the provider's certificate of liability insurance covers Lauderdale-By-The-Sea. He requested additional review of the certificate.

Deputy Town Manager/Public Works Director Rubach noted that the certificate states the certificate holder is listed as additional insured with respect to general liability when required by written contract. Commissioner Graziano advised that the certificate of liability insurance does not reflect this. Deputy Town Manager/Public Works Director Rubach noted that this phrase is included in the certificate of liability insurance.

Town Attorney Susan Trevarthen stated that she would review the documentation following tonight's meeting and determine whether or not any changes should be made. She added that this documentation is prepared as part of the Agenda preparation process and is not intended to be addressed at this time.

Commissioner Graziano observed that there is an ongoing effort by Town Staff to ensure that every certificate of insurance specifically notes the Town's coverage. He wished to be supportive of this effort. Town Attorney Trevarthen clarified that whether or not the documentation is included in the Agenda packet does not affect the Town's status with respect to approval. It is intended to be informational. Town Staff will ensure that the policy is carried forward regardless of whether or not it is included in the Agenda packet.

Commissioner DeNapoli referred to p.19 of the Agenda packet online, which lists the Town as a certificate holder. Commissioner Graziano pointed out that this does not list the Town as additional insured.

Deputy Town Manager/Public Works Director Rubach advised that the Agenda packet refers to general liability under the description of operations.

Vice Mayor Strauss made a motion, seconded by Commissioner DeNapoli, to approve. 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 9:00 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: January 14, 2025

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

Submitting Department: Administration

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Special Event Application: 2025 A1A Marathon

Explanation: Diogo Sousa (the "Applicant") of Exclusive Sports Marketing has submitted a Special Event Application (**Exhibit 1**) for the 2025 Fort Lauderdale A1A Marathon (the "Event") to take place on Sunday, February 16. A portion of this Event takes place within Town boundaries of Lauderdale-By-The-Sea on Ocean Drive, A1A, Palm Avenue, and El Mar Drive (**Exhibit 2**). The Event begins and ends at Fort Lauderdale Park. This is an annual event that has historically incorporated Lauderdale-By-The-Sea into the race route.

The Applicant is expecting approximately 1,500 participants, 150 spectators spread along the route, and an estimated 50 volunteers. The applicant will be required to meet with public safety officials prior to the event to determine the additional service needs of the event.

SUNDAY, FEBRUARY 16, 2025	
Start of Setup:	4:00 AM
Race Start in Fort Lauderdale:	6:00 AM
Anticipated Last Runner through Town:	11:00 AM
Cleanup Completed By:	2:00 PM

The race includes the following requests:

1. The racecourse through LBTS is proposed to include the outside northbound lane of A1A starting at the Town's southernmost boundary. Race participants will run East on Palm Avenue, then turn North on El Mar Drive up to Washingtonia Avenue, where runners will make a U-turn to run South on El Mar Drive. Once at El Mar and Palm Avenue, the runners will make a U-turn to run a second lap North to Washingtonia Avenue before again heading South to return to Palm and A1A.
2. The Northbound and Southbound inside lanes, and the parking spaces in the single lanes at Anglin's Square on El Mar Drive will be used for the racecourse. The Applicant

will pay the parking fees for the impacted spots (\$4.00 per hour x 12 hours x 40 spaces = \$1,920.00).

3. Cones and signs indicating the racecourse along A1A, Palm Avenue, and El Mar will be placed along the route by the Applicant.

As per Resolution 2024-29 (**Exhibit 3**), for groups over 200, any road closure fees are set by the Commission based on purpose, number of attendees, and overall impact.

Historically, the Commission has approved the parking spaces to be reserved with the cost covered by the Applicant, and has not charged anything additional for road closures.

The Applicant has paid the \$125 application fee.

Recommendation: Town Staff recommends:

1. Approval of the 2025 A1A Marathon Special Event Application with the conditions outlined in the Event Permit (**Exhibit 4**).
2. Approval of the parking spaces being reserved with the cost being covered by the Applicant.
3. Waive additional charges for the road closures required by the Event.

Exhibits:

1. Sp. Event App. A1A Marathon 02.16.25
2. A1A LBTS MAP
3. Resolution 2024-29 Special Event Fees
4. LBTS Permit_A1Amarathon_02.16.25



SPECIAL EVENT APPLICATION INFORMATION

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

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

An application is not considered complete unless it includes:

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

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

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

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

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

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

Important to remember:

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

c. File site plan

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

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

Diogo Sousa
Signature of Applicant

Print Name: Diogo Sousa



SPECIAL EVENT APPLICATION

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

DETAILED SITE PLAN REQUIRED (see details at end of application)

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

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

Name of Event:

Event Purpose, Description and Activities:

New Event____ or Returning Event ☒ Previous Attendance _____

Day(s) and Date(s) of Event: 1500 Sunday, Feb. 16th, 2025 - 6am to 12pm

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

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

Participants: 1500 #Spectators 150 #Adult volunteers: 50+

Please complete the following table:

Activity	Day	Time
Start of set-up:	Sunday 2/16/25	4AM
Start time of the Event:	Sunday 2/16/25	6AM
EVENT		
End time of the Event:	Sunday2/16/25	12PM
Start of Clean up:	Sunday2/16/25	10AM
Clean-up completed by: (Site restored to original condition)	Sunday 2/16/25	2PM

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization? YES ☒ NO

Please attach Organization’s proof of 501c3 IRS exemption, background, history, accomplishments, and other events:

Person submitting Application (“Responsible Party”):

Name Diogo Sousa
Mailing address: 18 NW 18th St, Delray Beach, FL 33444
Phone: 954-446-3955 Mobile phone:
Email: diogo@exclusivesports.com Fax:

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

Name(s):
Mailing address: SAME AS ABOVE
Phone: Mobile phone:
Evening phone: Fax:
Email:

Add information as necessary

Will you have an event contractor or planner? YES ☒ NO

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

Name: Company Name:
Business Address: Company Email:
Phone Office: Phone Mobile:

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

Request for Town Involvement:

Are you requesting the Town be involved with this event in any way? YES ☒ NO

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

FEES

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

☒ YES ☐ NO

If yes, provide details: Participation fee only

SOUND SYSTEMS

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

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

_____ Proposed amplified sound/speaker system:

_____ Proposed live music: List genre, type, ambiance:

_____ Planned recorded music

_____ Do you require electrical connections for any of the above? Please give details:

CLEAN EVENT STANDARDS

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

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

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

Name: Diogo Sousa

Email: Diogo@exclusivesports.com

Address: 18 NW 18th St, Delray Beach, FL 33444

Daytime phone:

Mobile phone: 954-446-3955

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with application. All canopies larger than 120 sq. ft. shall submit copies the manufacture's labels attached to the tents or canopies with application.

Stages and bleachers shall include product approvals that are supplied by the manufacturer.

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

Tents: _____

Canopies: ✓ 10x10 pop up for medical team at water stop

Stages: _____

Bleachers: _____ list size and max load:

UTILITIES

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

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

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

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

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

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

_____ Electrical power:

✓ Water: Water in water stop (Box
dropped on Friday morning, February 14, 2025

_____ Gas, propane, BBQ grills, generators:

_____ Fuel Storage:

SIGNAGE

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

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

Are you requesting permission to erect signage for this event?

YES

☒ NO

For each sign please provide:

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

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

RESTROOMS (show on Site Plan)

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

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

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

Number of restroom facilities required by Town: TBD

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

STREET CLOSURES

Street closures may be required at the Event's expense

Are you requesting that any public streets be closed for the event?

☒ YES

NO

I don't know, please advise _____

If yes, indicate the streets and blocks and times the closure is requested:

NB Lanes of A1A
to Palm, El Mar, Pine
and back onto A1A
(using SB and NB
Lanes)

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable:

VEHICLES

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

Are you requesting to drive or park on town property or park grounds:

YES

☒ NO

If you are requesting that vehicles be permitted to drive or park on Town property, please indicate the type(s) of vehicles, the locations, and times they would be parked. Must be approved by Town's Parking Department prior to Event.

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

TRAFFIC CONTROL PLAN

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

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

Are you requesting the reservation of any Town parking meter spaces for the event?

☒ YES ☐ NO

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

All parking meter fees are paid 30 days prior to the event (one permit says 2 weeks prior)

Are you requesting the use or blocking of any parking spaces for the event?

☒ YES ☐ NO

If yes, please include on Site Plan.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

Do you anticipate needing off duty police officers for your event?

☒ YES ☐ NO

Do you anticipate needing code compliance officers for your event?

☐ YES ☒ NO

CONCESSIONS:

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

Are you planning to have any type of concessions?

☐ YES ☒ NO

If YES, has the Florida Health Department approved the food vending Site Plans?

☐ YES ☒ NO

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

Is the food free of charge _____ or for sale _____

Do all food vendors have a temporary food service permit?

☐ YES ☒ NO

Please list the types of food that will be served:

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

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

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

YES ☐ NO ☒

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

YES ☐ NO ☒

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

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

ANIMALS

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

Are animals included in your event?

YES ☐ NO ☒

If yes, please give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES ☐ NO ☒

SALE OF MERCHANDISE

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

YES ☐ NO ☒

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the event?

YES ☐ NO ☒

If yes, please provide the number and description of each type:

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

FIRE WATCH or EMS ONSITE

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

First Aid facilities may be required by Town at Event’s expense. Initial_____

INSURANCE

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

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

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

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

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

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

☒ YES ☐ NO

EVENT CONDITIONS

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

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

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

- a Permission for this event may be suspended or modified by the Commission, Town Manager or his designated Staff.
- b The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval.
- c The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
- d The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the event to the Municipal Services Director. During the event as needed and at the end of the event, the Applicant shall empty the Town's waste receptacles and recycling bins within the event area and within 100 feet of the event area.
- e Development Services approval and permitted all signage
- f All related Fire Marshall and Building Official's related requirements have been approved
- g Provide proof of additional restroom facilities ordered at least 30 days prior to event
- h The event sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at _____ pm.
- i Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 10 feet.
- j Parking Requirements have been identified, fees paid and listed on site plan
- k The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
- l Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
- m Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
- n Final Site Plan must be presented for approval at least 48 hours in advance of the event.
- o Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
- p A Damage Deposit may be imposed, based on size of event and location.

- q Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
- r Applicant shall owe no monies to the Town at the time of the event. There shall be no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all outstanding debts to the Town are paid in full.
- s The Town Manager may suspend permission for this event due to failure of the Applicants to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
- t The onsite Town representative may terminate an event due to the Applicant not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

INDEMNIFICATION

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

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

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

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

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

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

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

<i>Applicant</i>	<i>Property Owner</i>
<i>I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.</i>	<i>I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.</i>
Applicant's Signature (required): _____ Date _____	Property owner's Signature (required): _____ Date: _____
Applicant's (Print information below) Name: Diogo Sousa Title: COO of ESM Organization: Exclusive Sports Mark Telephone: 954-446-3955 Mobile: Email: diogo@exclusivesports.com	Property Owner's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:
STATE OF FLORIDA: COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.
My Commission Expires: _____ _____ Notary Public, State of Florida	My Commission Expires: _____ _____ Notary Public, State of Florida

SITE PLAN DETAILS

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

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

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

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

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

Location:

The site of the event, with streets, parks and other landmarks identified

Routes for races, parades, etc.

Traffic routing and road closures

Ticket Kiosks

Access control points

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

Signs (location, size, color and wording)*

Public Services:

Fire lanes (emergency access for fire equipment and EMS)

Restroom facilities (incl. Portable & Private)

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

Trash and Recycling receptacle locations

Smoking and No Smoking areas

Pedestrian walkways

Garbage Cans

Recycling Bins

Hazard/ Precautions:

Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)

Fencing, barriers, barricades, walls, gates, etc.

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

Fuel Storage and dispensing areas

Fire Extinguishers Minimum size 4A/10BC one every 75 ft of travel. If cooking, Class K or 1 40BC rated Fire Extinguisher for every cooking station or canopy (at discretion of Fire Marshall)

Generators (shall be approved by Fire Marshall in advance)

Event:

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

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

Restrooms – Portable and Private

First Aid facilities

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

Alcohol serving/consuming areas

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

Parking:

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

Code or Security Enforcement (paid by Event)

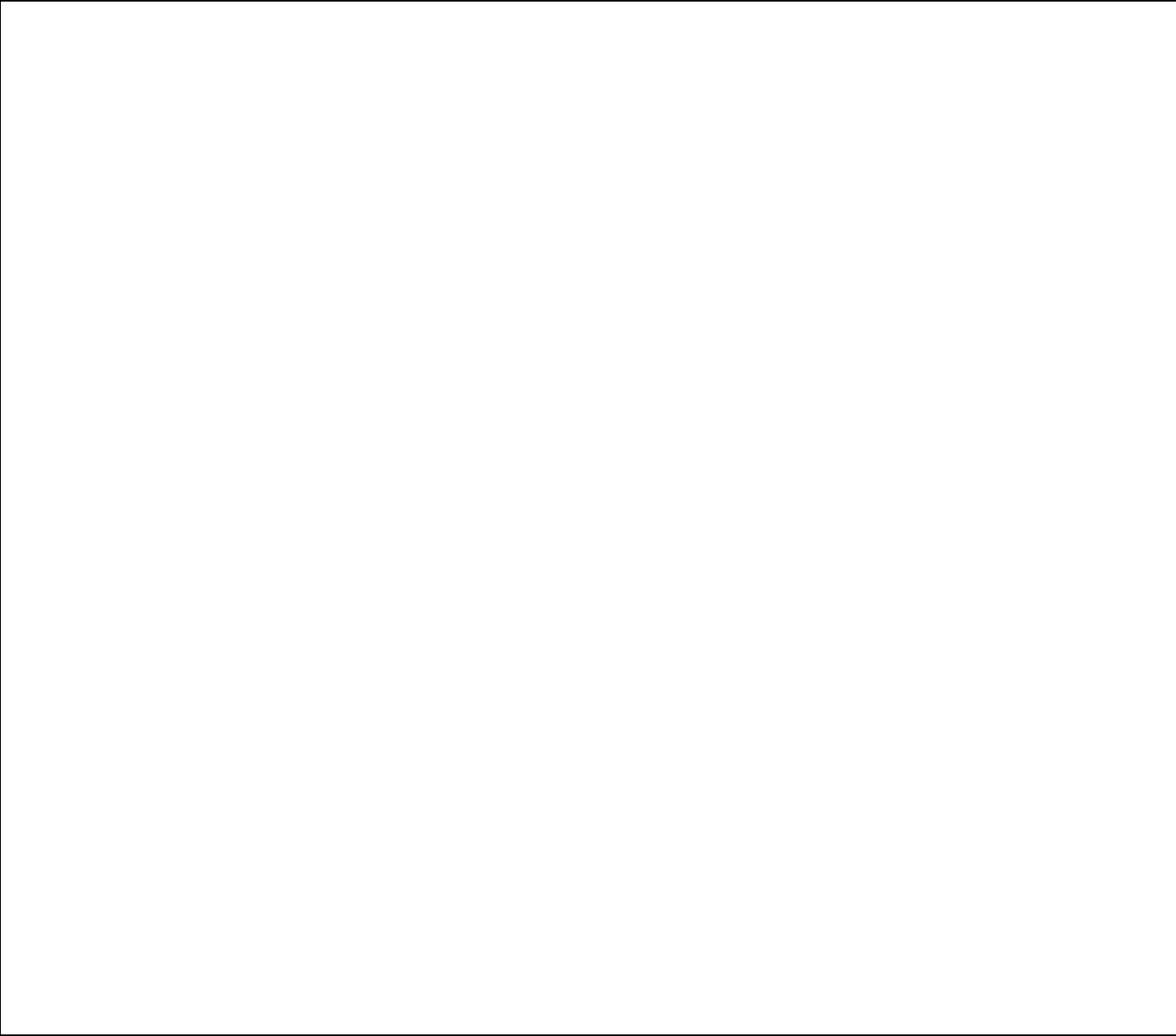
EMS stand-by or Fire watch areas (include first aid stations)

Police: Off duty police officers (if known)

DETAILED SITE PLAN

See above for inclusion examples

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

A large, empty rectangular box with a thin black border, intended for a detailed site plan. It occupies the majority of the page below the instructions.

Applicant's Certification

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

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

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

Diogo Sousa
Applicant's Signature (required)

11/19/24
Date

Diogo Sousa
Applicant's Printed Name and Title/Organization

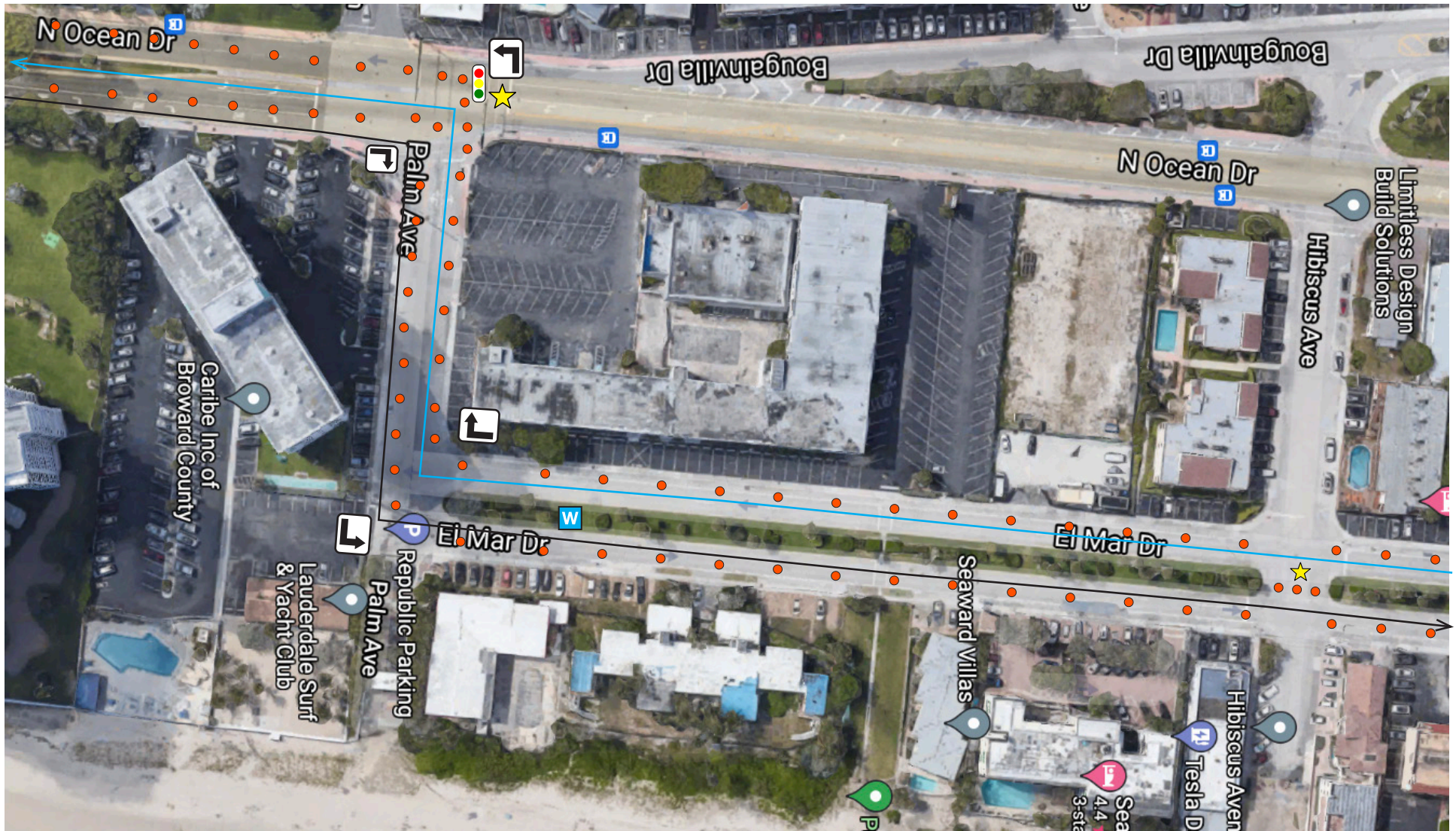
954-446-3955
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

Notary Public, State of Florida
My Commission Expires:

FORT LAUDERDALE A1A MARATHON & HALF MARATHON LAUDERDALE-BY-SEASIDE COURSE SECTION



LEGEND:

ROAD CONE:

TRAFFIC LIGHT:

POLICE:

RIGHT TURN:

LEFT TURN:

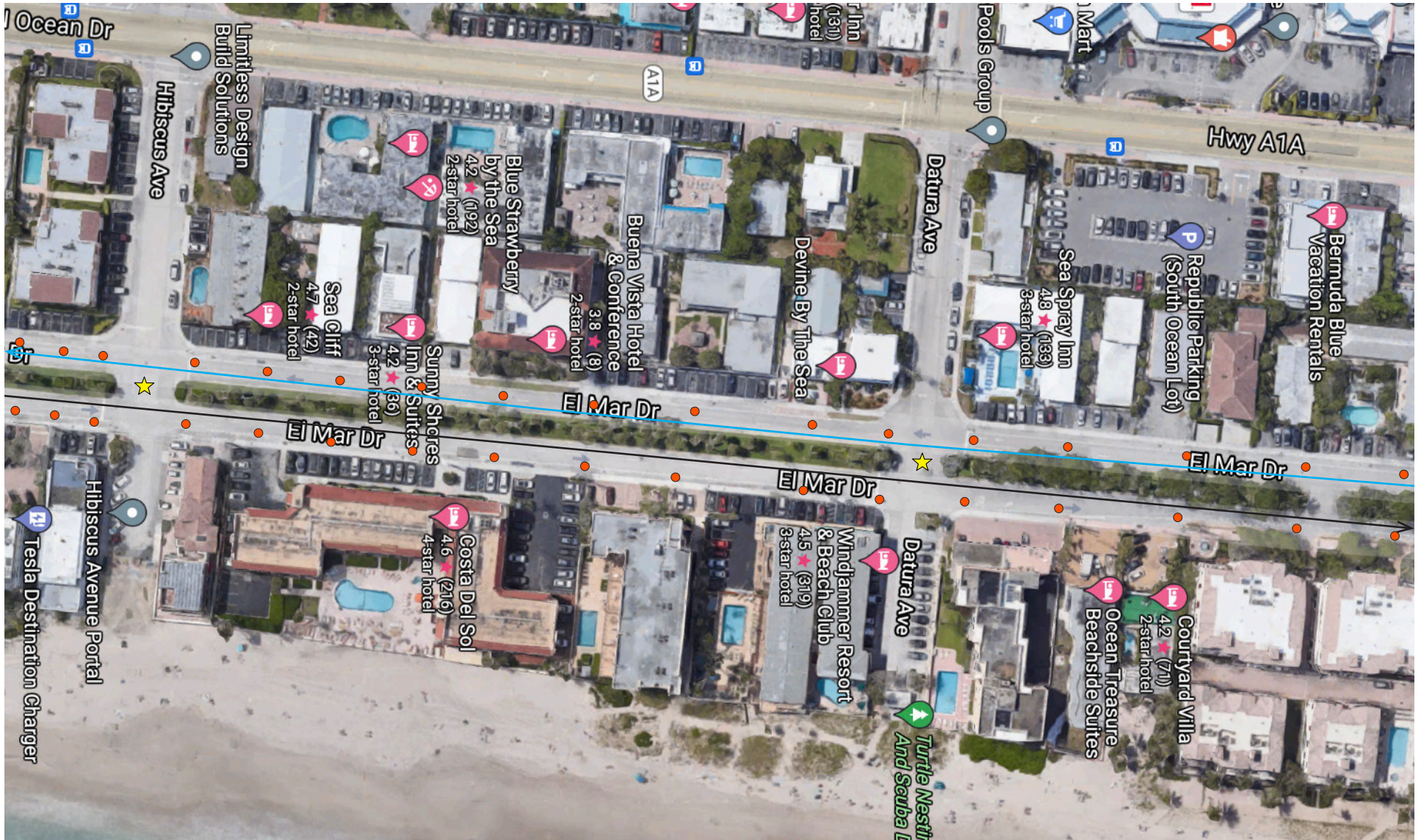
TURN-AROUND:

WATER STOP:

N. BOUND COURSE:

S. BOUND COURSE:

ALL RUNNERS WILL BE ON THE
LEFT SIDE OF CONES. CONES
WILL HAVE A SIGN
"STAY TO THE LEFT OF CONE"

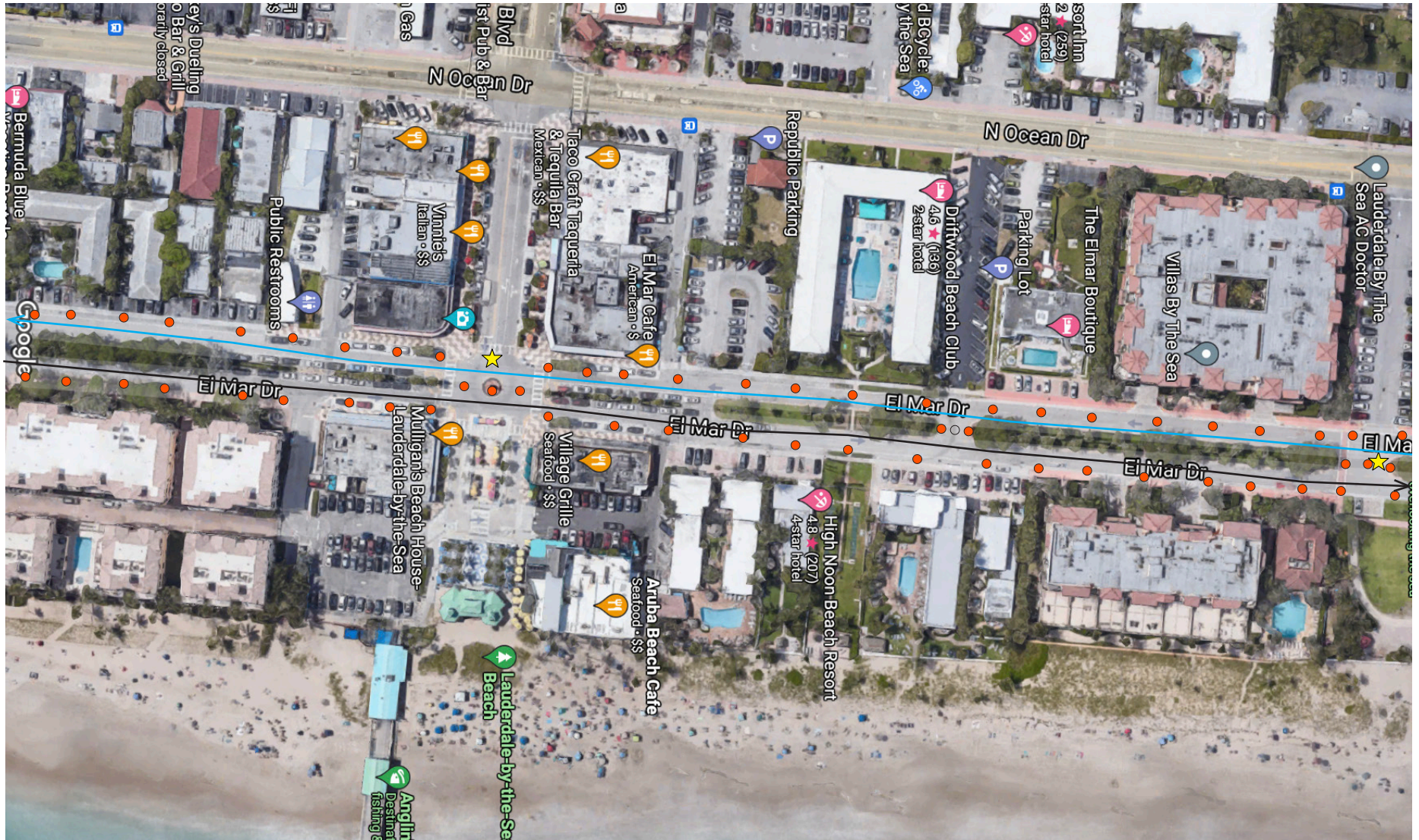


LEGEND:

- ROAD CONE:
- TRAFFIC LIGHT:
- POLICE:
- RIGHT TURN:

- LEFT TURN:
- TURN-AROUND:
- WATER STOP:
- N. BOUND COURSE:
- S. BOUND COURSE:

ALL RUNNERS WILL BE ON THE
LEFT SIDE OF CONES. CONES
WILL HAVE A SIGN
"STAY TO THE LEFT OF CONE"

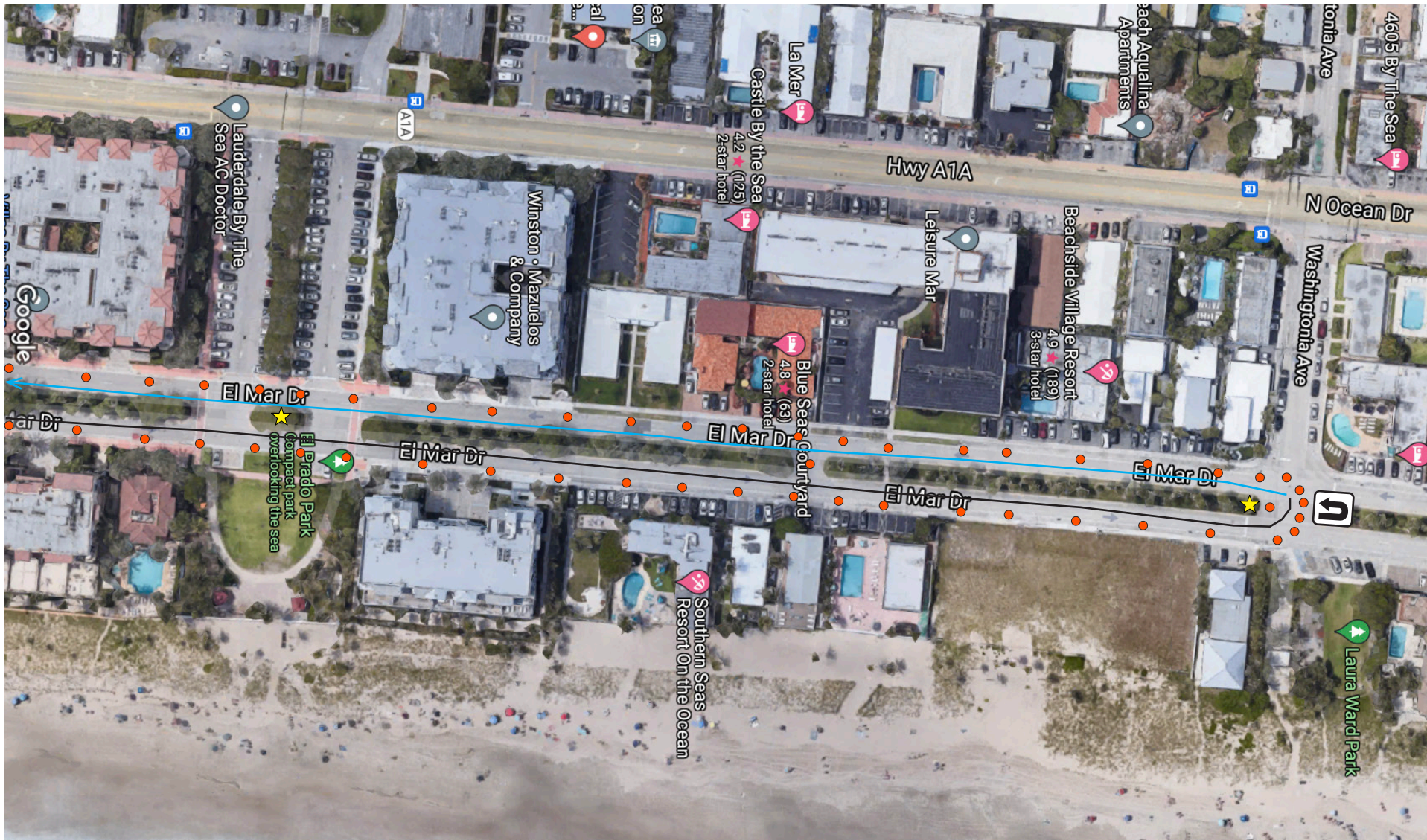


LEGEND:

ROAD CONE: ●
 TRAFFIC LIGHT: ●
 POLICE: ★
 RIGHT TURN: ↘

LEFT TURN: ↙
 TURN-AROUND: ↺
 WATER STOP: W
 N. BOUND COURSE: →
 S. BOUND COURSE: →

ALL RUNNERS WILL BE ON THE
 LEFT SIDE OF CONES. CONES
 WILL HAVE A SIGN
"STAY TO THE LEFT OF CONE"



LEGEND:

ROAD CONE: 

 TRAFFIC LIGHT: 

 POLICE: 

 RIGHT TURN: 

LEFT TURN: 

 TURN-AROUND: 

 WATER STOP: 

 N. BOUND COURSE: 

 S. BOUND COURSE: 

ALL RUNNERS WILL BE ON THE
 LEFT SIDE OF CONES. CONES
 WILL HAVE A SIGN
"STAY TO THE LEFT OF CONE"

RESOLUTION 2024-29

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Special Event, Park Use, and Street Performing Fee Schedule for Special Events and Other Use of Public Properties</u>		
The following is applicable to all <u>special events</u> and <u>other use of public properties</u> park use permits :		
1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail. 2. All fees, including any monies owed the Town must be paid before the event or park permit is issued. 3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced. 4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager.		
	Type of Activity, Permit or License	Fee
1. Chapter 14.3 – Parks		
A Park Permit is required for groups of 25 people plus or when a specific area is reserved. A Park Use Permit may not be approved if submitted within 14 business days of a proposed event.		
Private event in a park or at the beach where the public is not invited:		
1.1	Single day event, less than 25 people: No reserved area Reservation of a specific area.	No permit required <u>\$100125</u>
1.3	Single day event, 25 people + with or without reserved area.	<u>\$100125</u>
1.4	Multi-day event	<u>\$100125</u> Permit Fee plus an impact

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

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

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

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

1. Less than 75 people at any time 2. 2. Located along Commercial Boulevard from Seagrape to West Tradewinds The \$2550 electrical use fee will be waived for usage of one 20-amp outlet at event Application filed within 30 days of an event will not be accepted.	
1. Submitted at least 60 days in advance of the proposed event date	\$2025
2. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	\$5060 Plus costs, not to exceed \$1,500.
3. A recurring event within a 12 month period (for example, once a week or once a month).	\$15 per event day
4. An event that has been advertised prior to Commission approval.	\$250 in additional to the application fee
5. Events that charges admission or registration or sell commercial products or services	Set by the Town Manager based on purpose, number of attendees, and impact on the area.

60

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

61

4. Chapter 17 - Jarvis Hall

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

62

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

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

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

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

Potential use on holidays.

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

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

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

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

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

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

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 27th day of August 2024.

Mayor Edmund Malkoon

Attest:

APPROVED AS TO FORM:

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

Susan L. Trevarthen, Town Attorney



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	Exclusive Sports Marketing	REPRESENTATIVE:	Diogo Sousa
STREET ADDRESS:	18 NW 18 th Street	CITY, STATE, ZIP:	Deerfield Beach, FL 33444
PHONE NUMBER (S):	(954) 446-3955	EMAIL:	diogo@exclusivesports.com

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Marathon	DATE(S) OF EVENT:	Sunday, February 16, 2025
HOUR(S) OF EVENT:	4:00 AM – 2:00 PM	ADDRESS / LOCATION OF EVENT:	South boundary of A1A and along El Mar Drive (Palm to Pine)

DESCRIPTION OF EVENT (Temporary Structures, Signage, Banners, Balloon, Etc. – Location, Colors, Size and Number)

Marathon with course utilizing portion of Town. Course enters LBTS on A1A at the South boundary and includes 2 laps from Palm to Washingtonia along El Mar Drive. Approximately 1,500 participants are expected, spread out throughout the race time frame.

SUNDAY, FEBRUARY 16, 2025	
Start of Set Up:	4:00 AM
Race Start in Fort Lauderdale:	6:00 AM
Anticipated Last Runner through LBTS:	11:00 AM
Cleanup Completed By:	2:00 PM

SPECIAL CONDITIONS

The EVENT has paid the required \$100 Special Event fee and was approved by Town Commission on January 14, 2025 with the following conditions:

1. The Permit Holder will:
 - a. Attend a meeting scheduled at Town Hall with BSO, Fire, and Town Staff at a date and time designated by the Town to review and confirm the race route, BSO detail requirements, and other pertinent event details.
 - b. Finalize the number of BSO personnel monitoring the event.
2. Road Closures, Lane Closures, and Parking Spaces:
 - a. Race lanes will be established by the Permit Holder with cones on A1A, Palm Avenue, and Washingtonia (to/from A1A and El Mar Drive), as well as the north and southbound median lanes of El Mar Drive, as shown on the attached site



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

plan. Road closures will take place from 6:00AM until noon, or until the last runner has completed this section of the course. In any event, the road will be open no later than 2:00pm.

- b. The racecourse will be delineated with proper barriers and cones during the Event by the Event's traffic control contractor and removed no later than 2:00pm on the day of the event.
- c. The westbound lane of Palm Avenue will be open to A1A.
- d. Permit Holder shall block the North (Eastbound) alleyway between A1A and El Mar Drive from 6:00am until noon.
- e. The Event may limit access to the Pier parking lot and Aruba's valet lot from 6:30am until no later than 11:00am.
- f. Town parking meters on North and South bound El Mar Drive at Commercial Boulevard must be blocked between the hours of midnight and noon. These spaces will be pre-paid at least one week prior to the event date at the rate of \$4.00 per hour (\$4.00 per hour x 12 hours x 40 spaces = \$1,920.00).
- g. The Event may use the Southbound median on El Mar from Washingtonia Avenue North to the single lane designation to stage event vehicles assigned for the removal of cones, barricades, etc. from 8:00am until noon.
- h. If cones are not removed by 2:00pm, the hourly rate will continue to be charged until Town has confirmed that the cones have been removed by the Event team.

3. Signage

- a. Town Staff will place signs on trees and in Anglin's Square at least 24 in advance designating "no parking from midnight to noon on Sunday, February 18th," and remove signs within 30 minutes of the last race participant through Town. Permit Holder is responsible for coning off spaces starting at midnight on Sunday, February 16, 2025.
 - b. Signs directing runners at the intersection of Palm and El Mar, El Mar and Commercial, and the turn around will be provided by, and placed by, the Permit Holder.
 - c. Permit Holder shall place a battery-operated race timer facing South in the median between Palm Avenue and Hibiscus, and directional signs alerting runners to "Stay Left" will be along the entire length of El Mar.
4. The Event shall have a dedicated on-site representative who is available in person, and by phone, to BSO and Town Staff who is capable and authorized to make decisions on behalf of the Event.
 5. The Event's water stop box and 10 x 10 canopy shall be placed in a pre-approved spot (away from irrigation) on the median of El Mar for easy access to both Northbound and Southbound runners. The Permit Holder will arrange a time in advance of the drop off with the Town's Public Works team to meet and confirm the drop is in the correct location. Box is to be dropped on Saturday, February 15th and picked up by 2:00pm on Sunday, February 16th.
 6. The Event workers designated to assist runners should wear designated EVENT shirts and be assigned passenger vehicles or golf carts, NOT motorcycles. At least one event



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

worker will be stationed at Palm Avenue and A1A, as well as Palm Avenue and El Mar, and El Mar and Washingtonia to direct runners in the proper direction and lane(s).

7. Event route monitors shall be in place at Palm and El Mar Drive by 5:30am. The number of required monitors will be established at the Event Meeting with Town Staff and BSO.
8. The Event shall provide written confirmation to the Town two weeks prior to the event stating that EMS / Rescue has been assigned to the Event, and will be on call during the race at the expense of the Event. The Permit Holder is responsible for coordinating these services from 6:00 a.m. until the last runner has left the Town's boundaries.
9. Town will open El Mar Plaza restrooms by 6:00 a.m. on the event day.
10. No electric or gas will be used for the event. The event does not require water from the Town.
11. The Event and its approved sound systems for volunteers will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
12. The Permit Holder shall provide the notice and distribution map to the Town for review by January 17, 2025. Once approved by the Town Manager, this notice will be distributed to all properties in the area no later than February 3, 2025.
13. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 2:00 p.m. the day of the Event.
14. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
15. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.
16. Insurance:
 - a. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of:
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury; and
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice for cancellation
 - b. No required policy shall have a deductible or self-insurance retention greater than \$15,000
 - c. All policies must be issued by companies authorized to do business in the State of



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT will be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Interim Town Manager or designee.

17. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Event (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements of set forth in the Permit and this Approval, under which the EVENT is applying, as if they were the Event and will be held responsible for compliance with the Town Code as if the Subcontractor for the Event.
18. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for the Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
19. The Event shall owe no monies to the Town at the time of the event or have any code citations or violations. There shall be no code violations or monies due such as fines, fees, taxes or other charges, permits or licenses outstanding or owed to the Town by the current or past property owners or operators of the Event unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the Event.
20. The Town Manager may suspend permission for this event or require changes in the site plan due to conflicting activities, failure of the Event to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
21. The Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events if deemed necessary by the Town or upon the EVENT proposing a valid reason.
22. Permission for the Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
23. The Town Manager or onsite Town representative may terminate the Event or Event's participation due to the Event not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.

TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

24. If any Condition is not met by the EVENT, the Town may charge a \$500 fee for each occurrence of a violation of these Conditions.

DOCUMENTS AND PERMITS REQUIRED

Insurance Needed; BSO + Fire Rescue services to be confirmed

SIGNATURES REQUIRED

PERMIT HOLDER: I agree to comply with all conditions of this permit	
SIGNATURE OF PERMIT HOLDER:	DATE:
DIOGO SOUSA PRINTED NAME & AFFILIATION TO EVENT	

TOWN REPRESENTATIVE:	
SIGNATURE:	DATE:
 KATIE ANDERSON, EVENTS & MARKETING MANAGER PRINTED NAME & AFFILIATION TO EVENT	

TOWN REPRESENTATIVE:	
SIGNATURE:	DATE:
 COURTNEY EASLEY, ASSISTANT TO TOWN MANAGER PRINTED NAME & AFFILIATION TO EVENT	



Town Commission Agenda Item Report

Meeting Date: January 14, 2025

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Ordinance

Agenda Section: ORDINANCES 2nd 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.

The Commission approved the draft ordinance on first reading at their December 10th meeting.

Recommendation: Approve Ordinance 2024-11 on second reading.

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.

135

136

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.

Passed on first reading, this 10th day of December, 2024.
Passed and adopted on the second reading, this 14th day of January 2025.

MAYOR EDMUND MALKOON

	First Reading	Second Reading
Mayor Malkoon	YES	
Vice-Mayor Strauss	YES	
Commissioner Pouloupoulos	YES	
Commissioner DeNapoli	YES	
Commissioner Graziano	YES	

ATTEST:
Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:
Susan L. Trevarthen, Town Attorney



Business Impact Estimate

This form should be included in the "set for public hearing" agenda item for ordinances, and must be posted on the Town's website by the time notice of the proposed ordinance is published.

Ordinance 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.

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank.

☐

The ordinance is required for compliance with federal or state law or regulation;

☐

The ordinance relates to the issuance or refinancing of debt;

☐

The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐

The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the Town;

☐

The ordinance is an emergency ordinance;

☐

The ordinance relates to procurement; or

☐

The ordinance is enacted to implement the following:

- a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
- b. Sections 190.005 and 190.046, regarding community development districts;
- c. Section 553.73, relating to the Florida Building Code; or
- d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Lauderdale-By-The-Sea:

N/A

3. Estimate of direct compliance costs that businesses may reasonably incur:

N/A

4. Any new charge or fee imposed by the proposed ordinance:

N/A

5. Estimate of the Town of Lauderdale-By-The-Sea's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

7. Additional information (if any):

N/A



Town Commission Agenda Item Report

Meeting Date: January 14, 2025

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-01: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH JAMES S. TITCOMB FOR COMMUNITY VISIONING AND STRATEGIC PLANNING SERVICES; FINDING THAT THE AGREEMENT IS EXEMPT FROM COMPETITIVE SOLICITATION UNDER THE TOWN PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: Staff has been working over the past several months to identify a consultant to partner with the Town to update its Strategic Plan. Staff has reviewed many plans produced by surrounding communities and has reached out to some of our colleagues for recommendations on a consultant. While we were impressed with many of the plans that had been produced, the Town Attorney, Susan Trevarthen, recommended we speak with Jamie Titcomb given his experience to see if he would be a potential fit for this role. Mr. Titcomb's background working as an administrator for small barrier island communities in Palm Beach County, experience as an elected official in the City of Boynton Beach, and as Executive Director of the Palm Beach League of Cities is a unique mix that we believe provides the opportunity for a successful outcome.

Myself and the Town Manager, Linda Connors, conducted a phone interview and an in-person follow-up interview to discuss Mr. Titcomb's philosophy around strategic planning in more depth and provide him with a tour of the community. In addition, Mr. Titcomb attended a Commission Meeting in December to better understand how the Town operates.

Mr. Titcomb submitted a proposal with the following deliverables and timeline:

- 1 – Start Project and Conduct Kickoff Meeting(s) early - mid February.
- 2 – Gather Input to create deliverables for meetings - mid-February - March
- 3 – Advise & Prepare an overview of the Town utilizing existing data points late February - March
- 4 – Stage Half-Day Community Visioning & Strategic Planning - mid-March
- 5 – Create Updated Community Visioning & Strategic Plan draft - April
- 6 – Support Implementations late April into mid-May – ongoing as needed.

7 - Complete all project reports, plan sets and deliverables - June 2025.

A large portion of the work includes gathering input from the Commission, our residents, and the staff to create a well-rounded plan that reflects our community's values and aspirations and sets goals/milestones to implement it.

Under Section IV.H.6. of the Town's Purchasing Policy "Budgeted services that involve special skill, ability, training, or expertise of a unique, original or creative nature (such as musicians, performers, speakers)" are exempt from normal procurement procedures and do not require an RFP/RFQ/ITB. Staff's has proposed Mr. Titcomb because we believe he understands the needs of a small barrier island community in Southeast Florida and the combination of his knowledge and experience sets him apart in this regard.

The cost for these services is \$28,800. This item is budgeted for in the General Fund under Administration-Professional Services line item (001-513000-500315). The total amount budgeted for this project in FY25 is \$30,000.

Recommendation: Approve Resolution 2025-01; Approving an agreement with James S. Titcomb for Community Visioning and Strategic Planning Services and authorizing the Town Manager to execute the agreement.

Exhibits:

1. Reso 2025-01 Strategic Planning

RESOLUTION NO. 2025-01

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH JAMES S. TITCOMB FOR COMMUNITY VISIONING AND STRATEGIC PLANNING SERVICES; FINDING THAT THE AGREEMENT IS EXEMPT FROM COMPETITIVE SOLICITATION UNDER THE TOWN 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”) recognizes the importance of a comprehensive and updated strategic plan to guide its vision, goals, and priorities; and

WHEREAS, the Town's most recent strategic plan was developed in 2016, and the Town Commission finds it necessary to update the plan to reflect current priorities and community needs; and

WHEREAS, the Town desires to engage James S. Titcomb (the “Consultant”) to provide professional strategic planning services (the “Services”), based on his qualifications and expertise in facilitating strategic planning processes for local governments; and

WHEREAS, the Consultant provided the Town with a proposal for the Services in the amount of \$28,800; and

WHEREAS, the purchase of such services is exempt from the Town's purchasing requirements pursuant to Section IV.H.6 of the Town's Purchasing Manual, which exempts budgeted services that involve special skills, ability, training, or expertise of a unique, original, or creative nature; and

29 **WHEREAS**, the Town Commission deems it to be in the best interests of the Town to
30 approve an agreement with the Consultant for the Services and authorize the Town Manager to
31 execute the agreement with the Consultant, attached hereto as Exhibit “1” (the “Agreement”), in
32 an amount not to exceed \$28,800.

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

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

37 **Section 2. Agreement Approved.** The Agreement with the Consultant for Services,
38 attached hereto as Exhibit “1,” is hereby approved.

39 **Section 3. Competitive Solicitation Exempt.** The Town Commission finds the
40 Agreement between the Town and the Consultant for the Services in the best interests of the Town
41 and exempt from competitive solicitation pursuant to Section IV.H.6 of the Town Purchasing
42 Manual.

43 **Section 4. Authorization to Execute Agreement.** The Town Manager is hereby
44 authorized to execute the Agreement with the Consultant in an amount not to exceed \$28,800,
45 attached hereto as Exhibit “1,” together with such non-substantial changes as are deemed
46 acceptable to the Town Manager and approved as to form and legal sufficiency by the Town
47 Attorney.

48 **Section 5. Authorization to Implement.** The appropriate Town officials are authorized
49 to execute all necessary documents and to take any necessary action to effectuate the intent of this
50 Resolution.

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

PASSED AND ADOPTED this _____ day of January, 2025.

Mayor Edmund Malkoon

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
JAMES S. TITCOMB**

This Professional Services Agreement (“Agreement”), made and entered into this ____ day of _____ 2025 (“Effective Date”), by and between the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation (the “Town”) and **JAMES S. TITCOMB**, an individual (hereinafter, the “Consultant”).

WHEREAS, the Town desires community visioning and strategic planning services (the “Services”); and

WHEREAS, the Town and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town desires to engage the Consultant 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 Consultant shall perform the services set forth in the Proposal attached hereto as Exhibit “A”, as requested by the Town (the “Services”). Consultant shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Consultant shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Consultant to provide the Services required hereunder.

2. Term. This Agreement shall commence on the Effective Date and shall continue until the successful completion of the Services outlined herein, unless terminated earlier as provided in Section 7 of this Agreement.

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

4. Compensation. Compensation hereunder shall be paid to Consultant as provided in the Proposal attached hereto as Exhibit “A”, in a total amount not to exceed \$28,800.00. Consultant shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Consultant within 30 days of receipt of an approved invoice.

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

5. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of the Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Consultant based upon such entry.

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

7. Termination.

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

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 Consultant abandons this Agreement or causes it to be terminated by the Town, Consultant shall indemnify the Town against losses pertaining to this termination. In the event that this 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 Consultant: James S Titcomb
453 North Country Club Drive
Atlantis, FL 33462
Cel 561-315-4302
jamie@jamestitcomb.com

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

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

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

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

1. **Professional Liability** – \$1,000,000 policy to be written on a claims-made basis. This insurance is recommended but not required by our insurer for this agreement.

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. Consultant Representations. Consultant represents the following: Consultant is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Consultant have been duly authorized; this Agreement is binding on

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

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

(a) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

(b) Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

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

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

(f) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

**CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT 954-640-4200,
townclerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N.
Ocean Drive, Lauderdale-By-The-Sea, FL 33308.**

15. Scrutinized Companies.

- a. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, 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 Consultant 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 Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. The Consultant 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 Consultant **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

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 Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

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

20. Ethics.

- a. Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subconsultants 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. Consultant covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONSULTANT covenants that it will conduct no activity or provide any service that is unlawful or offensive.

21. E-Verify. In accordance with Section 448.095, Florida Statutes, the Town requires all Consultants, 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 Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the

E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

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:

CONSULTANT:

TOWN OF LAUDERDALE-BY-THE-SEA

JAMES S. TITCOMB

By: _____
Linda Connors, Town Manager

By: _____

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen

“I See”

“You See”

“We All See...”

A Bright Future for Lauderdale By The Sea!

This is a proposal to bring focused forward thinking, a facilitated visioning process combined and aligned with ongoing strategic planning efforts for this small, vibrant coastal community, the Town of Lauderdale By The Sea.

Project Approach to the Initiative

Community Visioning combined with Strategic Planning are fundamental to a successful program of work, regular planning efforts, community sustainability and a common shared vision for quality of place, a place you call home.

Aligning the visions of the Town’s leaders, residents and staff enables the goals of the organization to be effectively implemented through the annual budget process, helping policy makers steer resource priorities and scaling decisions while focused on creating a future destination of their vision.

Your strategic plan, robust but has been some time since last vetting, ensures that community realities (internal and external) are taken into consideration and deployed into the ongoing operations, governance and services delivered by the elected leaders, staff, vendors and community organizations in synchronized collaboration for the betterment of the Town of Lauderdale By The Sea.

Broward County, has experienced explosive growth over the past several decades and the town is not immune from it’s impacts. However the Town enjoys a diverse economic base, beautiful natural resources, relatively low taxes, a rich heritage, and a high quality of life, which residents, businesses and town officials wish to preserve and encourage.

The Town’s strategic plan, last updated in 2016, follows its current mission striving to be a preeminent coastal community in South Florida to live, work, learn, and play while treasuring and preserving its natural settings, low rise character and abundant natural settings.

A good time for a facilitated visioning process, combined with an updated refresh of the community’s strategic plan, based upon a robust community conversation on the possibilities of LBTS bright future is now!

It is assumed that the Town wishes to vision its long term future sustainability and guaranteed quality of life and place, redevelop carefully via the strategic plan and strive in meeting everyone's needs and expectation in innovative ways, by creating new goals and objectives built around its existing mission statement and priorities, refreshed with community wide thoughtful input.

Mr. Titcomb has helped many public organizations, officials and communities to envision and pursue strategic plans, governance and business model improvements and critical elements that are important to Community Visioning & Strategic Planning best practice outcomes.

Facilitator James Titcomb, a resident of south Florida since 1980, has served as a municipal elected official, a government non-profit executive director at a regional league of cities, city/town manager in several municipalities, an adjunct professor and served as a state advertising association governor. He spent 20-years at the helm of an award-winning advertising agency as CEO/Creative Director, before pursuing and serving over the last 30 years in local community, government and public leadership roles.

Community Visioning & Strategic Planning Services

Updating a "visioned" strategic plan ensures progress is made, budgets are tied to the plan, and that the organization measures results based on the goals and strategies of their plan at regular intervals. The Implementation includes identifying key tasks, lead staff, milestones, and resources required to carry out the strategies over time to the shared vision.

Community stakeholders input is essential to the development of a good strategic plan. All facets of town life, including residents, business owners, non-profit organizations, frequent visitors, under the watchful tutelage of the elected officials and Town staff, must be engaged to best articulate what is important and ensure a level of community buy-in to enhance success.

The value of using an outsider to facilitate the Town's Visioning and Strategic Planning update process brings creative, independent, and objective perspective; as well as to deploy innovative skills for facilitating workshops and engaging the community. Mr. Titcomb, working in collaboration with all key staff and the elected body will ensure that your efforts result in an inclusive, effective and implementable vision of LBTS.

Proposed Work Plan

Mr. Titcomb, a contract town manager himself and longtime governmental and nonprofit organizations leader, has extensive experience with visioning, preparing and implementing systems and plans utilizing substantial group engagement and thus prepared to assist The Town of Lauderdale By The Sea with all the elements of the scope of work identified in the proposal.

Working with Town leaders, staff and expert associates, we will make a commitment to quality and timely performance in a process that provides for ongoing and meaningful collaboration between our team and the Town.

Your Community's Vision, expressed through an effective strategic plan, will be successfully implemented and guide decisions well into the future. We will provide expert advice, group facilitation and preparation of key strategic documents, events and component parts. Throughout our engagement, we collaborate with you to ensure that the desired results are achieved.

Start Project and Conduct Kickoff Meeting

Mr. Titcomb and Associates will begin with an initial meeting with Town officials, town administration and a designated project committee of key town staff. Required from Town staff will be attendance at kickoff meeting, arrangements for meeting room, and assistance gathering background documents in consideration.

This is a listening and configuring meeting phase. During the kickoff meeting we will discuss objectives, along with expectations about the process. We will set the desired timeframe for the visioning session(s), strategic plan updating and each of the major tasks to occur and the roles of the Committee, Town staff, Elected officials and facilitator Mr. Titcomb.

We will discuss projected interviews, surveys, community meetings, online survey input, and preparation of the overarching "environmental" scan.

We will outline the documents we will need from the City to successfully execute the project, including the last Strategic Plan, budgets, current organization charts, work plans, lists of programs and initiatives, user satisfaction surveys, the Town's Comprehensive Plan and related master plans, and other documents relevant to the Town's work. Based on feedback during the meeting, we will finalize an overall work plan and schedule to involvement and public roll out.

Gathering Input

We will obtain input through interviews, focus group meetings, online surveys and community meetings.

The purpose of stakeholder input will be to hear opinions about strengths, weaknesses, opportunities and threats (SWOT) facing The Town of Lauderdale By The Sea. We will probe ideas about future goals and suitable strategies, examine how the Town can best communicate its mission and goals, and elicit ideas from as many stakeholders possible.

We will conduct interview meetings with the Town Council members, the Town Administrator, the Town Attorney, and other key senior executives. Through interviews, we will solicit input about a variety of items, such as:

- Strengths, weaknesses, opportunities and threats (SWOT);
- Current goals/strategies and goals that should be pursued in the future;
- What is working well now in the Town and what is not;
- Fiscal opportunities and constraints;
- The state of the economy and future economic opportunities;
- Trends in demographics, town amenities and other relevant factors;
- Level of satisfaction with services provided by Town departments;
- What success will look like for this effort; and
- Current and future constraints and capacity.

Workshop Town Departments

We will conduct a workshop with representatives from the Town's department heads and staff to elicit thoughts on obtainable goals, service expectations, infrastructure needs, fiscal constraints and related issues.

Design and Administer Stakeholder Survey

We will design an online survey to be placed on The Town of Lauderdale By The Sea's website to ask for feedback on several issues (including the Town's strengths, weaknesses, opportunities and threats). Social media and existing town email lists can be used to distribute a link to the survey, including all board and committee members, stakeholder groups and of course the public. We will provide a draft survey for the Community Visioning & Strategic Planning Committee's review prior to finalizing it.

Community Meetings

We will conduct six community meetings to inform stakeholders about this initiative and gather public input. Mr. Titcomb and Associates will work closely with the Steering Committee and LBTS staff to determine the ideal meeting locations, determine appropriate times, and prepare agendas.

We will engage participants during the meeting to identify key themes about their desires for the future of the Town using a variety of appropriate group techniques. We would likely ask about what priorities are appropriate for the Town over the next three years, Town services and programs individuals feel are most important, issues that should be addressed through the strategic plan, community values they attribute to the Town, and ideas for improvement. Each session is designed to be interactive and engaging, ensuring that participants develop an understanding of the Town, its opportunities and challenges.

Mr. Titcomb and Associates will summarize comments from the interviews, focus groups, community meetings, and surveys to consolidate key themes to begin identifying goals and strategies.

Required from Town staff: Assistance with logistics for interviews (including identifying who should be interviewed), participation in interviews, assistance distributing online surveys, and assistance with logistics for focus groups and community meetings.

Advise on Preparation of Environmental Scan

Mr. Titcomb and Associates will work collaboratively with Town staff on the preparation of an environmental scan. The environmental scan will include a variety of important data elements that will inform the development of goals and strategies for the strategic plan. We will assist in vetting the desired information to be compiled and review it with staff to ensure the recommended data can reasonably be provided. We suggest five years of historical data to understand trends, particularly for revenues, expenditures, participation in parks and recreation department activities, and staffing.

Examples of key data points for the environmental scan are:

- Revenue and expenditure history and projections for the Town,
- Capital improvement program history and projections,
- Local demographic trends impacting the Town,

- Land development trends and future projects, housing and transportation,
- Economic development goals and strategies,
- Legislative mandates and state fiscal conditions impacting the Town, and
- Other issues impacting the Town.

We will review all information provided and assist staff in inserting key information into a PowerPoint presentation for the planned sessions. Note, we will utilize working with assigned town staff and vendors whenever it makes sense and results savings to the Town in expenditures.

Conduct Half-Day Community Visioning & Strategic Plan Workshop

We will facilitate a half-day workshop with Town Council members. The purpose of the workshop will be to review pertinent information gathered, reaffirm the mission and purpose statements, values and strategic priorities and create new goals and strategies. To prepare for the workshop, the following tasks will be completed.

- Coordinate logistics. We will coordinate logistics of the workshops, including location, room setup and other aspects necessary to set the stage for productive sessions, utilizing town staff and facilities where logical, or offsite venues when needed and practical.
- Prepare draft agenda and workshop materials. We will prepare a detailed agenda for the workshop, as well as a briefing book of workshop materials. To ensure the time during the workshops is used most productively, we are likely to “present homework” for participants to complete work in advance of the session.
- Town staff will be asked to review briefing materials before the workshop, and assist with workshop logistics (e.g. meeting rooms, materials and other logistical support, including human needs accommodations and refreshment services as appropriate).

The agenda may include the following components, subject to discussions with the Community Visioning & Strategic Planning committee:

- Review and discuss the results of stakeholder input;
- Review and discuss the environmental scan;
- Confirm the desired mission, purpose and values statements and strategic priorities; and

- Identify and refine goals and strategies.
- Following the workshop, we will summarize the results with an Executive Summary report of findings, challenges and recommendations.

Creating Vision Document & Corresponding Updated Strategic Plan

During this activity, Mr. Titcomb and Associates will prepare a draft strategic plan for LBTS, based on the results of the workshops. It will contain the following components:

- An executive summary;
- Description of project approach;
- Confirmation of the mission, purpose and values statements and strategic priorities;
- Several short-term and long-term year goals; and
- Objectives for each goal.

We will review the draft with the Community Visioning & Strategic Planning Committee and staff and make modifications based on input, then present the strategic plan to the Town Council, staff and the community.

While we have an attractive, visually interesting layout that can be used, we can also work with Town communications staff to develop a unique format that is consistent with the Town's identity strategy.

Required from Town staff: Review draft strategic plan and provide input to Mr. Titcomb and Associates; assist with presentation logistics.

Support Implementation

Upon completion of the Town of Lauderdale By The Sea Community Visioning & Strategic Planning document(s), Mr. Titcomb and Associates will facilitate a workshop for department directors to identify strategies and performance metrics in response to the strategic plan. At the end of the workshop, we will have identified strategies that support the goals and objectives; policy changes and ordinance updates needed to achieve goals; tracking mechanisms to report on implementation of strategic plan and measure performance; and how the strategic plan will be rolled out to staff and stakeholders.

Once the strategies have been identified, we will prepare a draft Implementation Action Plan.

The Implementation Action Plan will serve as an executable roadmap that details the specific steps needed to accomplish each of the strategies included in the plan. The Implementation Action Plan includes milestones and assigned responsibility, and is designed for incorporation into department and program-level work plans.

Timeline

We note that the Town wishes to complete the Community Visioning & Strategic Planning process approximately within the first two quarters of calendar year 2025. While this is achievable, if the Town wishes to adhere to this deadline, work will need to commence immediately upon approval of the facilitator consultant contract and continue on a regular pace for the duration of the project. Our estimated timeline, based on agreement review in January at the Town will be starting the first week of February, with bi-monthly meetings until completion. (i.e. An internal/staff/production meeting and a public attended workshop/meeting each month until completion).

Activity Schedule 2025

- 1 – Start Project and Conduct Kickoff Meeting(s) early - mid February.
- 2 – Gather Input to create deliverables for meetings Mid February - March
- 3 – Advise & Preparation of Environmental Scan late February - March
- 4 – Stage Half-Day Community Visioning & Strategic Planning mid March
- 5 – Create Updated Community Visioning & Strategic Plan draft - April
- 6 – Support Implementations late April into mid May – ongoing as needed.
- 7 - Wrap up all project reports, plan sets and deliverables in June 2025.

This is a loose, flexible timeline based upon basic assumptions, we can adjust all components accordingly to the scale and scope of their content and direction from the steering committee. We anticipate submitting draft Community Visioning Documents & Strategic Plan Updates in April 2025.

Community Visioning & Strategic Planning Services

Hours and Cost Estimate

Mr. Titcomb and Associates anticipates devoting up to 240 hours of our consulting and support staff time to complete the plan of work described above over a six month window. The ultimate test of a quality project is the client is pleased with the results, we are committed to achieving that goal.

The total cost of this project is \$28,800*, which includes all fees and expenses provided by the facilitator consultant and his staff. *Town staff, town vendor costs and meeting amenities are not factored in these fees. Principal's time is billed at \$120 per hour, support staff at \$60 per hour.

Total Project Costs for Consultant Facilitator Contract: \$28,800

Conclusion

Mr. Titcomb, his support staff and professional associates have experience, the professional talent, and the commitment to quality necessary to successfully facilitate and complete this important initiative for The Town of Lauderdale By The Sea. We welcome the opportunity to provide additional information that may be helpful, and we look forward to the opportunity to discuss the ideas contained in this proposal in great detail all along...

Mr. Titcomb's track record of enhancing, evolving and guiding organizations on paths to betterment and best practices has been notable over four and half decades in the South Florida arena sitting in many "seats around the table" getting things done. The unique perspective Mr. Titcomb brings to any visioning and strategic planning activities from years in the private sector, public sector, elected office, leadership and administration roles as well as design and technical disciplines are unique and innovative. See a list of involvement at this weblink: <http://www.govtechnics.com/history/>

Our team looks forward to assisting and facilitating your team to crafting a future vision and updating strategic plans for Lauderdale By The Sea!

"I See"

"You See"

"We All See..."

A Bright Future for Lauderdale By The Sea!



**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 JAMES TITCOMB & ASSOC (Sole Proprietor) a nongovernmental entity.
3. James S. Titcomb 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:

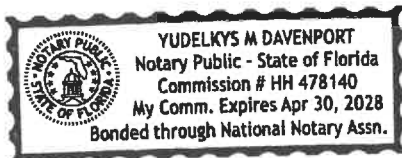
(signature)

Print Name: James S. Titcomb

OATH OR AFFIRMATION

State of Florida Palm Beach
County of Palm Beach

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 9th day of January, 2025, by James Titcomb
(name of person) as _____ (type of authority) for _____
(name of party on behalf of whom instrument is executed).



Yudelkys M Davenport
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



**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. JAMES TITCOMB & ASSOC. (Sole Proprietor) ("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:

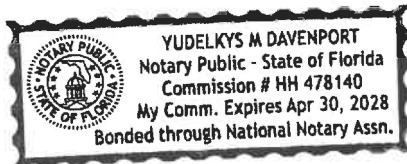
(signature)

Print Name: JAMES S. TITCOMB

OATH OR AFFIRMATION

State of Florida Palm Beach
County of Palm Beach

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 9th day of January, 2025, by James Titcomb
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).



Yudelkys M. Davenport
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



Town Commission Agenda Item Report

Meeting Date: January 14, 2025

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-02: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HITCHCOCK DESIGN GROUP INC. FOR THE EL PRADO PARK REVITALIZATION PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: El Prado Park is included in the 2025 Capital Improvement Plan (CIP) for revitalization. Originally built by Minto Communities as a condition of their Villas By the Sea development, this park has become a cherished space for both residents and visitors. It hosts special events such as the Farmer's Market, Yoga By the Sea, and Dive into Summer. The Adirondack chairs surrounding the park provide a popular spot for relaxation and sunbathing.

However, the park is showing signs of age. The pavilions have rusted beyond regular maintenance, and the pavers and landscaping are starting to deteriorate. The proposed refresh aims to enhance the space with new hardscaping and landscaping, ensuring it continues to serve as a centerpiece of our community. Additionally, we plan to install electrical infrastructure throughout the park to support the special events that take place there.

On November 12, 2024, the Commission approved a continuing professional services agreement with Hitchcock Design, a landscape architecture firm, for Town projects on an as-needed basis. Hitchcock Design has extensive experience enhancing public spaces and is familiar with our community, making them an ideal partner. Town staff has tasked Hitchcock with developing conceptual schematic designs for a completely redesigned El Prado Park, focusing on hardscape, landscaping, and a mid-century modern aesthetic. A small engineering fee is included to assess any engineering limitations.

Public input will be a key component of this project. To gather resident feedback, two public engagement meetings will be held. The first meeting will provide an opportunity for residents to share their ideas for the park's future. Based on this input, a conceptual design will be developed, and a second meeting will be held to collect feedback on the draft design. Afterward, revisions will be made, and the final design will be presented to the Commission in April.

Once the design is approved, staff will bring forward an agenda item for the creation of construction documents. After the documents are completed and the budget is set, the Commission will approve an agenda item to select a contractor for the project. We anticipate construction will begin in late summer or early fall 2025.

Costs

Phase	Hitchcock Design Group	Engineering	Fee
Concept Design	\$17,600	\$1,000	Lump Fee
Schematic Design	\$12,900	\$1,500	Lump Fee
Sub-Total	\$30,500	\$2,500	

TOTAL DESIGN FEE: \$33,000

As stated previously, this project is included in the FY25 Capital Improvement Plan. The budgeted amount for the park is \$775,000. The Town has also applied for a \$200,000 grant from the Florida Department of Environmental Protection. The state approves grants in July as part of the state's budget process. Affidavits and Insurance were submitted as apart of their professional services contract.

Recommendation: Approve Resolution 2025-02: Approving a Work Authorization with Hitchcock Design Group Inc. for the the El Prado Park Revitalization Project and Authorizing the Town Manager to execute the Work Authorization.

Exhibits:

1. Resolution 2025-02 El Prado Park Design Contract

RESOLUTION 2025-02

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HITCHCOCK DESIGN GROUP INC. FOR THE EL PRADO PARK REVITALIZATION PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) issued Request for Qualifications No. 2024-07-01 (the “RFQ”) for continuing professional services in accordance with the Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes (the “CCNA”) (the “Services”); and

WHEREAS, on September 18, 2024, the Town Commission adopted Resolution No. 2024-39, which approved the rankings of respondents to the RFQ and authorized the Town Manager to negotiate a continuing professional services agreement with the top seven ranked qualified firms, including Hitchcock Design Group Inc. (the “Consultant”) for professional landscape architecture services (the “Services”); and

WHEREAS, pursuant to Resolution 2024-59, the Town entered into a continuing professional services agreement (the “Continuing Contract”) with the Consultant; and

WHEREAS, the Town is in need of design services for the redesign and revitalization of El Prado Park (the “Project”); and

WHEREAS, in accordance with the terms of the Continuing Contract, the Town solicited and the Consultant submitted a proposal to provide landscape architecture and design services for the Project in the amount of \$33,000 (the “Proposal”), attached hereto as Exhibit “1”; and

WHEREAS, Town staff recommends utilizing the Consultant for the Services related to the Project; and

29 **WHEREAS**, the Town Commission wishes to issue a work authorization to the Consultant
30 for the Services in an amount not to exceed \$33,000, consistent with the Continuing Contract
31 previously entered into between the Town and Consultant (the “Work Authorization”); and

32 **WHEREAS**, the Town Commission deems it to be in the best interest of the Town and its
33 residents to approve the Work Authorization with the Consultant for the Services.

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

36 **Section 1. Recitals.** The foregoing “Whereas” clauses are hereby ratified and
37 confirmed as being true and correct and incorporated herein by this reference.

38 **Section 2. Work Authorization Approved.** The Town Commission hereby approves
39 the Work Authorization and authorizes the Town Manager to issue the Work Authorization to the
40 Consultant for the Services described in the Proposal attached hereto as Exhibit “1.”

41 **Section 3. Authorization to Execute the Work Authorization.** The Town Manager
42 or designee is authorized to execute the Work Authorization with the Consultant, together with
43 such non-substantial changes as are acceptable to the Town Manager and approved as to form and
44 legal sufficiency by the Town Attorney.

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

48 **Section 5. Effective Date.** This Resolution shall become effective immediately upon
49 passage and adoption.

PASSED AND ADOPTED this __ day of January 2025.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk
APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



December 13, 2024

Ken Rubach
Deputy Town Manager/Public Works Director
Town of Lauderdale-By-The-Sea (FL)
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida, 33308
e-mail: kenr@lauderdalebythesea-fl.gov
T. 954.640.4233

RE: El Prado Park Project – Landscape Architecture & Preliminary Design Services

Dear Ken,

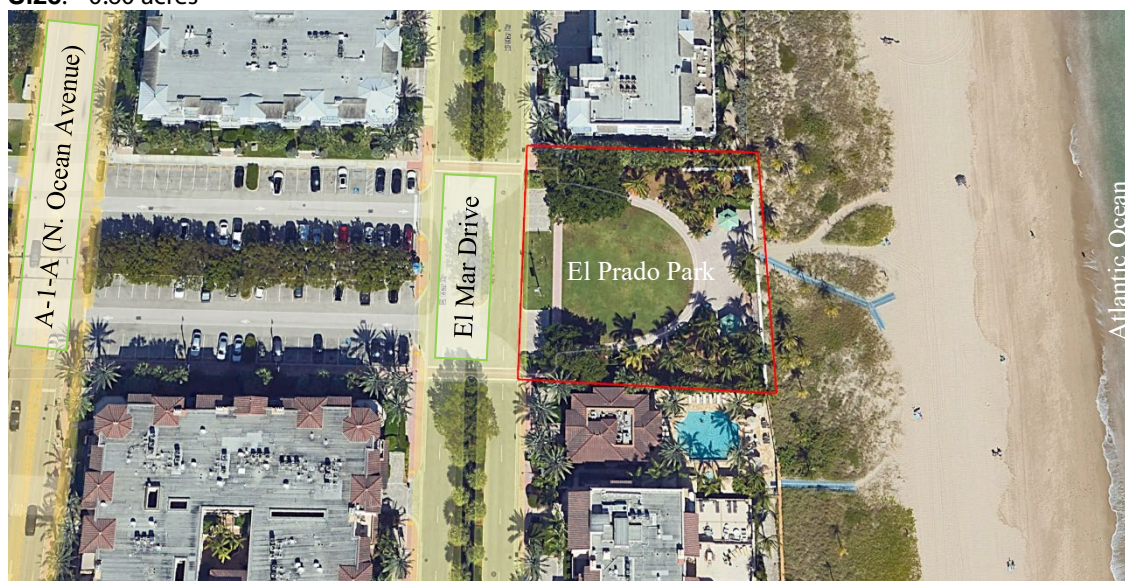
Thank you for the opportunity to provide this Landscape Architecture design proposal to the Town of Lauderdale-By-The-Sea for the El Prado Park Project. This proposal is in accordance to contract RFQ No. 2024-0701 and resolution No. 2024-39 adopted on September 18, 2024. Hitchcock Design Group [HDG] is excited by the opportunity to collaborate with the Town to create a reimagined beautiful and welcoming park space at El Prado Park! For your consideration, we have outlined our understanding of the **current** scope of services needed by your team, which includes preliminary design services (Conceptual and Schematic Design) as they pertain to Landscape Architecture and site planning. Following approval of the design vision, we are positioned to submit scope and fee for executing the project's implementation as well as bring in the appropriate consultant team for Civil Engineering, MEP Engineering, Structural Engineering, Coast Engineering/DEP Permitting and Irrigation Design to help make this project a success.

PROJECT UNDERSTANDING

We appreciate you taking the time to walk the site and explain the project's expectations to us including some background on the site itself. This has been extremely helpful to understanding the program and goals of the project and allowing us to provide a thorough scope of services proposal.

General Project Information:

- **El Prado Park** is located at 4500 El Mar Dr, Lauderdale-By-The-Sea, FL 33308
- **Size:** ~0.60 acres



General scope limits are outlined in **RED**.



December 13, 2024

Town of Lauderdale-By-The-Sea; El Prado Park Project – Landscape Architectural Design Services

Page 2

Based on our discussion with you and as it pertains to the design, we anticipate the following programmatic and preliminary design items to be the focus:

- Develop and an all-new site design (hardscape, landscape) with Mid-Century Modern vernacular. Some of the initial program is as follows:
 - a. Larger lawn area(s). These should be turf
 - b. New landscape. This palette should be coastal hardy and tolerant (salt, wind, shade/sun)
 - c. Potential Hammock Grove
 - d. More prominent area for (existing) picnic tables
 - e. Utilize Adirondack chairs and umbrellas in new design
 - f. Refinish existing wall
- Maximize Park Limits (north and south boundaries)
 - a. Screening/Buffers with adjacent Properties (north and south)
- Ensure adequate Drainage and SWM
- Create Iconic LBTS “Instagram” moment
- New Site Lighting to be FWC/Sea-Turtle Friendly
- Conceptual design of Mid-Century Modern Shade Structures
- Maintain resident designated parking spaces along El Mar Drive. These can be studied for reconfiguration for optimizing park space
- Consider water feature/splash pad (optional)
- Utility considerations for:
 - a. Stage/events/markets, Built-in speakers, Camera(s), Beach Shower(s) / Drinking Fountain(s), Electrical/GFI Receptacles/Outlets

HDG assumes for the basis of this proposal that the Town will provide site survey.

SCOPE OF SERVICES

We understand that along with the requirements of the project, The Town of Lauderdale-By-The-Sea requests Hitchcock Design Group to provide design services including Concept & Schematic Design as part of this proposal. A detailed approach to our (HDG) Scope of Services can be found following this proposal.

Based on the current scope of services anticipated, Hitchcock Design Group recommends including Flynn Engineering, on our team, as a design advisor for the preliminary design phase. We anticipate given their experience and expertise in working with the Town, they will provide valuable input and feedback to the conceptual and schematic design processes.

Upon receiving a contract award, HDG will attend a virtual kick-off meeting with Town Staff to discuss, in detail, the requirements and parameters of the El Prado Park Project. *HDG will prepare and provide meeting minutes for all project meetings and distribute them to participants.*

Next, we begin to complete our preliminary analysis of the site’s opportunities and constraints leading up to a Public Engagement Meeting (#1) and Town Commission Meeting (#1) in February 2024. These meetings for the project will solicit programmatic feedback from stakeholders, residents, and the Commission and will be used to develop concept plans.

Then, we will spend four (4) weeks developing conceptual design options and work with Town Staff to home in the options to be presented at the March Commission Meeting (#2). HDG will also lead a second Community Input meeting (#2) to validate the approach with stakeholders and residents.

We will work directly with you and Town Staff to define the final program, vision, and character of the park collaborating with inspirational and aspirational character imagery. The package will identify the scale, character, complexity and rough order of magnitude construction cost of the proposed hardscape and landscape improvements.

Finally, HDG will prepare a final Schematic Design Package and Landscape Plan to be presented to the Town Commission for approval at the April 2024 Commission Meeting (#3).



December 13, 2024

Town of Lauderdale-By-The-Sea; El Prado Park Project – Landscape Architectural Design Services

Page 3

SCHEDULE

HDG anticipates the effort outlined in the Scope of Services to occur over the span of 12-16 weeks.

- Proposal Delivery/Comments – December 2024
- Approval of Proposal – January 14, 2025 Commission Meeting
 - HDG to introduce the project at this meeting
- **February 11, 2025**
 - Public Engagement Meeting #1
 - Commission Meeting #1 (Project Update)
- Conceptual Design (4 weeks) – February 2025 – March 2025
- **March 11, 2025**
 - Public Engagement #2
 - Commission Meeting #2 (Conceptual Design Presentation)
- **April 8, 2025**
 - Final Presentation to Town Commission for Approval

PROFESSIONAL FEES

Based on the Scope of Services, the fees to complete the work as outlined are as follows:

Phase	Hitchcock Design Group (Prime Consultant Landscape Architecture)	Flynn Engineering (Civil)	Fee
Concept Design	\$17,600	\$1,000	Lump Sum
Schematic Design	\$12,900	\$1,500	Lump Sum
Sub-Total	\$30,500	\$2,500	

Total Design Fee: **\$33,000**

Reimbursable expenses (printing of community input and commission meeting materials) will be invoiced in addition to the professional service fees. We recommend setting aside \$300 for these expenses.

Hitchcock Design Group team members attending additional In-person meetings or presentations, at the request of the Town, will be billed out at the agreed hourly rate(s):

- Principal - \$230.00/hr.
- Senior Associate - \$190.00/hr.
- Associate - \$150/hr.
- Landscape Designer - \$130.00/hr.

OPTIONAL SERVICES

The following list provides pricing for additional design/graphic materials that our team can provide for this project.

- | | | |
|---|---------|--------------------------|
| • **Full 3D Sitewide model (Schematic Design) | \$6,500 | ☐ |
| ◦ Includes 3D Images (6) of the site for visualization of the project | | |
| • **Marketing Animation (60 second fly-through) | \$4,300 | ☐ |

Select all
that apply



December 13, 2024

Town of Lauderdale-By-The-Sea; El Prado Park Project – Landscape Architectural Design Services

Page 4

EXCLUDED SERVICES

Hitchcock Design Group is currently excluding the following services. However, many of these can either be provided in-house, or HDG can tap our deep local and national bench of consultants and/or work with other professionals on your continuing services pool to provide any services required:

- Design Development / Construction Documents
- Construction Administration
- Permitting
- Civil Engineering, Structural Engineering, MEP Engineering, Coastal Engineering/DEP Support
- Land or Site Survey
- Detailed Architectural Design of Structures
- Arboriculture/Arborist services
- Entitlements or Land-use Attorney Services
- Full Site Model (3D) or Lumion Renderings
- Marketing-oriented 3D modeling and animations or flythroughs.
- Construction and implementation of proposed improvements
- As-Built Drawings or Building Information Modeling (BIM)
- Preparation and stamping of shop drawings shall be by the contractor's engineer.

PROJECT TEAM

I will manage our work locally from our Coral Springs office and will work with our team and other members of our firm, as needed in order to advance the work in a timely way.

Thank you again for the opportunity to work with you and the Town of Lauderdale-By-The-Sea. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,

Hitchcock Design Group

Alexander C. Fenech

Principal

Hitchcock Design Group | 1999 N. University Drive, Suite 202 | Coral Springs, Florida 33071



December 13, 2024

Town of Lauderdale-By-The-Sea; El Prado Park Project – Landscape Architectural Design Services

Page 1

Scope of Services

LANDSCAPE ARCHITECTURAL SERVICES

GENERAL PROJECT ADMINISTRATION

Hitchcock Design Group will manage the performance of our own work throughout the term of the contract by providing the following services:

A. Communications

1. Schedule, create agendas and summarize the highlights of periodic meetings
2. Rehearse, attend and present at public forums identified in the following scope of services
3. Collect and disseminate communications from other parties
4. Periodically inform Town Staff about our progress

B. Schedules

1. Create, periodically update and distribute the project schedule
2. Coordinate the activities of our staff and our consultants

C. Staffing

1. Select and assign staff members and consultants to appropriate tasks and services
2. Prepare and administer consultant agreements

D. File Maintenance

1. Establish and maintain appropriate correspondence, financial, drawing and data files
2. Obtain appropriate insurance certificates from consultants
3. Maintain appropriate time and expense records

PRELIMINARY DESIGN SERVICES

The goal for this part of the agreement is to finalize the landscape program and reach consensus on a preliminary design approach for the proposed improvements.

A. Due Diligence / Concept Development (~8 weeks)

Objective: Confirm the characteristics of the existing resources, the requirements and preferences of the Town and produce a Landscape Program that will be the basis for further design.

Process: Hitchcock Design Group will:

1. Participate in a **virtual** kick-off meeting with you, confirming:
 - a. Project area, ownership and access
 - b. The Town's target goals, objectives and expectations
 - c. Review of all of the project background information provided
 - d. Initial design thoughts including sustainable landscape strategies, finishes and materials
 - e. Jurisdictional agencies, applicable regulations and approval processes
 - f. Comparable projects and best practices
 - g. Communications protocol
 - h. Preliminary schedule & Budget
 - i. Invoicing and payment procedures
2. Review readily available existing maps, plans and data for the project area and the immediate surroundings including:
 - a. Topographic and boundary surveys (base maps) to be provided by the Town
 - b. Property ownership and easements (base maps)
 - c. Site Requirements, if applicable
 - d. Architectural and/or site engineering plans (base maps), if applicable



December 13, 2024

Town of Lauderdale-By-The-Sea; El Prado Park Project – Landscape Architectural Design Services

Page 2

- e. Relevant Town of Lauderdale-By-The-Sea and Broward County code requirements pertaining to Landscape Architecture, Civil, MEP, Structural, and Irrigation.
 - f. Relevant Florida Department of Environmental Protection (FDEP) code requirements, if applicable.
 - i. FWC regulations are expected to impact this project.
3. **Community Outreach Meeting #1**; HDG will hold and lead an in-person community outreach meeting in the Town to solicit initial feedback on programming and components of the park.
4. **Town Commission Meeting #1**; HDG will attend the Town Commission meeting to present progress to the Commission and to solicit initial feedback on programming and components of the park.
5. **Concept Development**: Based on the outcome of the meetings, HDG will develop up to two (2) concept plans for Town Staff review and consideration over the course of four (4) weeks. We anticipate one (1) round of revisions for each concept.
 - I. Using base maps prepared by others to prepare Conceptual Landscape Plan(s) and Image Boards illustrating the organization, scale and character of the proposed landscape improvements such as:
 - a. Landscape
 - b. Hardscape - Sidewalks and pedestrian connections include special pavement materials.
 - c. Fencing and railings
 - d. Conceptual design of Mid-Century Modern Shade Structures
 - e. Water Feature(s)
 - f. Signage/Wayfinding
 - g. Iconic LBTS Locations
 - h. Amenity/Programmatic Element Locations
 - a. Showers
 - b. Drinking Fountains
 - c. Site Furniture
 - d. Flexible Lawn Area
 - e. Hammock Grove
 - f. Lighting
6. **Community Outreach Meeting #2**; HDG will hold and lead an in-person community outreach meeting in the Town
7. **Town Commission Meeting #2**; HDG will attend the Town Commission meeting to share the conceptual design progress and solicit feedback.

Meetings: HDG will attend up to:

- **Two (3) virtual meetings** to coordinate and review design progress with the Town and the Town's Representative(s).
- **One (1) In-Person meeting** to coordinate and review design progress with the Town and the Town's Representative(s).
- **One (1) In-Person meeting** to conduct and lead the Community Outreach (#1) and Town Commission (#1) meeting(s) on February 11, 2025.
- **One (1) In-Person meeting** to conduct and lead the Community Outreach (#2) and Town Commission (#2) meeting(s) on March 11, 2025.

If needed and as requested Additional presentations or meetings can be provided on an hourly basis.

Deliverables: Due Diligence Report. Public Outreach (MTG#1), Town Commission (MTG #1), Public Outreach (MTG#2), Town Commission (MTG #2), Materials and Boards, as needed. Two (2) Conceptual Design Development Site Plans and Image Boards (size TBD, color, electronic PDF).



B. Schematic Design (~4 weeks)

Objective: Based on the approved Landscape Program, reach consensus with the Town on the organization, scale, character, cost and construction timing of the new landscape improvements.

Process: The Schematic Design phase shall consist of consultation with the Town, Town's Representative(s) and all other Design Team consultants and specialty consultants to determine the landscape design intent and project scope and assist the Town's Representative(s) in developing goals and priorities for the Schematic Design of the project.

Hitchcock Design Group will:

1. Following "approval" of the two (2) concept plans, HDG will hold and develop Community Outreach (#2) and Town Commission Meeting (#2) meeting(s) with stakeholders, residents, and the Commissioners to validate the design concept at the meeting(s) on March 11, 2025.
2. The feedback at this meeting will be used to develop the final Schematic Landscape plans and package.
- l. Using base maps prepared by others to prepare Schematic Landscape Plans and Image Boards illustrating the organization, scale and character of the proposed landscape improvements such as:
 - a. Landscape
 - b. Hardscape - Sidewalks and pedestrian connections include special pavement materials.
 - c. Fencing and railings
 - d. Conceptual design of Mid-Century Modern Shade Structures
 - e. Water Feature(s)
 - f. Signage/Wayfinding
 - g. Iconic LBTS Locations
 - h. Amenity/Programmatic Element Locations
 - i. Showers
 - ii. Drinking Fountains
 - iii. Site Furniture
 - iv. Flexible Lawn Area
 - v. Hammock Grove
 - vi. Lighting
3. Review and refine the schematic design recommendations, as may be appropriate, and prepare a Final Schematic Landscape Plan and Image Boards.
4. Submit and review our refined recommendations and improvement priorities with the Town.
5. Preparation and presentation of Schematic Design including all drawings, documentation, color boards, renderings, layouts, narratives, and cost analysis necessary to support the design as described herein shall also be required.
6. **Town Commission Meeting #3 / Presentation to Commission for Approval;** HDG will attend the Town Commission meeting to present the final schematic design of El Prado Park. HDG will seek approval of the design direction and vision from the Commission.

Meetings: HDG will attend up to:

- **Two (2) virtual meetings** to coordinate and review design progress with the Town and the Town's Representative(s).
- **One (1) Town Commission Presentation** to present the final vision of El Prado Park at the Town Commission meeting on April 8, 2025.

If needed and as requested Additional presentations or meetings can be provided on an hourly basis.



December 13, 2024

Town of Lauderdale-By-The-Sea; El Prado Park Project – Landscape Architectural Design Services

Page 4

Deliverables: Alternative and Preferred Schematic Landscape Plans and Image Boards (size TBD, color, electronic PDF) for your use and reproduction.

1. Deliverables:

- a. One final color illustrative Schematic Plan showing location for landscape improvements
- b. Revised and refined design character imagery
- c. Final Presentation to the Town Commission.

Exclusions: Full Site 3D and Lumion Renderings are not anticipated for this phase of work.

OPTIONAL ADDITIONAL SERVICES

Services and meetings not specified in this Scope of Services will be considered Additional Services. If circumstances arise during HDG's performance of this Scope of Services that HDG believes require Additional Services, HDG will promptly notify Town about the nature, extent and probable additional cost of the Additional Services, and perform only such Additional Services following Town's written authorization.



Standard Billing Rates and Expenses

BILLING RATES

Senior Principal	\$260
Principal	\$230
Senior Associate	\$190
Associate	\$150
Junior Associate	\$130

Reimbursable Expenses

In addition to our standard hourly rates, we invoice qualified sub-consultant fees, travel, and reproduction expenses per the terms of our agreement with mileage invoiced at the current IRS reimbursement rate.



Town Commission Agenda Item Report

Meeting Date: January 14, 2025

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-03: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR THE TOWN'S COMPREHENSIVE VULNERABILITY ASSESSMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: In 2024, the Town was awarded \$200,000 grant is administered by the Florida Department of Environmental Protection's (FDEP) Resilient Florida Program, within the Office of Resilience and Coastal Protection (ORCP) which has developed a standardized set of work tasks to be performed as part of this assessment. Grant funds are issued to counties, municipalities and special districts to analyze and plan for vulnerabilities, as well as plan for future projects for adaptation and mitigation.

On November 12, 2024, the Town Commission approved a Continuing Services Contract with Baxter & Woodman for various engineering, architectural and mapping services. Staff recommends approving a Work Authorization with Baxter and Woodman to implement the Grant Work Plan (Exhibit A) which includes:

- Identifying Vulnerability Assessment Date Standards
- Kick Off & Steering Committee, Public Outreach Meetings
- Acquiring Background Data
- Exposure Analysis
- Sensitivity Analysis
- Final Vulnerability Assessment Report, Maps and Tables

Fiscal Impact: The grant provides for reimbursement of up to \$200,000. The agreement with Baxter Woodman will be for \$162,711.

Recommendation: Approval of Resolution 2025-03, authorizing the Town Manager to enter

into an agreement with Baxter & Woodman for purposes of conducting a Comprehensive Vulnerability Assessment.

Exhibits:

1. Resolution 2025-03 Work Authorization - Baxter-Vulnerability Study
2. Exhibit 1: FDEP Standard Grant Agreement-Vulnerability Assessment
3. Exhibit 2: Proposal
4. Certificate of Insurance

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR THE TOWN'S COMPREHENSIVE VULNERABILITY ASSESSMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) issued Request for Qualifications No. 2024-07-01 for Continuing Services (the “RFQ”) in accordance with the Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes (the “CCNA”) (the “Services”); and

WHEREAS, on September 18, 2024, the Town Commission adopted Resolution No. 2024-39, which approved the rankings of respondents to the RFQ and authorized the Town Manager to negotiate a continuing professional services agreement with the top seven ranked qualified firms, including Baxter & Woodman, Inc. (the “Consultant”) for professional engineering and traffic engineering services; and

WHEREAS, pursuant to Resolution 2024-54, the Town entered into a continuing professional services agreement (the “Continuing Contract”) with the Consultant; and

WHEREAS, the Town has been awarded a \$200,000 Resilient Florida Program grant by the Florida Department of Environmental Protection (“FDEP”) to develop a vulnerability assessment in compliance with the requirements of Section 380.093, Florida Statutes, as further detailed in the Standard Grant Agreement attached hereto as Exhibit “1” (the “Project”); and

WHEREAS, in accordance with the terms of the Continuing Contract, the Town solicited and the Consultant submitted a proposal to provide professional services for the Project in the amount of \$162,711 (the “Proposal”), attached hereto as Exhibit “2”; and

30 **WHEREAS**, Town staff recommends utilizing the Consultant for the Services related to
31 the Project; and

32 **WHEREAS**, the Town Commission wishes to issue a work authorization to the Consultant
33 for the Services in an amount not to exceed \$162,711, consistent with the Continuing Contract
34 previously entered into between the Town and Consultant (the “Work Authorization”); and

35 **WHEREAS**, the Town Commission deems it to be in the best interest of the Town and its
36 residents to approve the Work Authorization with the Contractor for the Services.

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

39 **Section 1. Recitals.** The foregoing “Whereas” clauses are hereby ratified and
40 confirmed as being true and correct and incorporated herein by this reference.

41 **Section 2. Work Authorization Approved.** The Town Commission hereby approves
42 the Work Authorization and authorizes the Town Manager to issue the Work Authorization to the
43 Consultant for the Services described in the Proposal attached hereto as Exhibit “2.”

44 **Section 3. Authorization to Execute the Work Authorization.** The Town Manager
45 or designee is authorized to execute the Work Authorization with the Consultant in an amount not
46 to exceed \$167,711, together with such non-substantial changes as are deemed necessary by the
47 Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

PASSED AND ADOPTED this 14th day of January 2025.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Town of Lauderdale-By-The-Sea Comprehensive Vulnerability Assessment	Agreement Number: 24PLN47
---	------------------------------

2. Parties	State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)
Grantee Name:	Town of Lauderdale-By-The-Sea	Entity Type: Local Government
Grantee Address:	4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308	FEID: 59-6002670
(Grantee)		

3. Agreement Begin Date: 7/1/2023	Date of Expiration: 6/30/2026
--------------------------------------	----------------------------------

4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Broward County, Florida
---	--

Project Description: The Town of Lauderdale-By-The-Sea (Grantee) will complete the Town of Lauderdale-By-The-Sea Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

5. Total Amount of Funding: \$200,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	FY 23-24 GAA Line Item #1820	\$ 200,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 200,000.00

6. Department's Grant Manager Name: <u>George Begley</u> or successor Address: <u>Resilient Florida Program</u> <u>3900 Commonwealth Boulevard, MS230</u> <u>Tallahassee, Florida 32399</u> Phone: <u>850-245-8020</u> Email: <u>George.Begley@FloridaDEP.gov</u>	Grantee's Grant Manager Name: <u>Courtney Easley</u> or successor Address: <u>Town of Lauderdale-By-The-Sea</u> <u>4501 Ocean Drive</u> <u>Lauderdale-By-The-Sea, Florida 33308</u> Phone: <u>954-640-4212</u> Email: <u>courtneye@lbts-fl.gov</u>
--	---

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☒ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Town of Lauderdale-By-The-Sea		GRANTEE
Grantee Name		
By	<i>Linda Connors</i> (Authorized Signature)	8/6/2024 10:31 AM PDT
Date Signed		
Linda Connors, Town Manager		
Print Name and Title of Person Signing		

State of Florida Department of Environmental Protection		DEPARTMENT
By	<i>Alex Reed</i> Secretary or Designee	8/16/2024
Date Signed		
Alex Reed, Director of the Office of Resilience and Coastal Protection		
Print Name and Title of Person Signing		

☒ Additional signatures attached on separate page.

ORCP Additional Signatures


DEP Grant Manager, George Begley


DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

1 of 14

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. **Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

3 of 14

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price

Attachment 1

4 of 14

- subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

Attachment 1

5 of 14

- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

Attachment 1

7 of 14

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized

aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. 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, 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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 Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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.

Attachment 1

10 of 14

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

Attachment 1

11 of 14

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.**Attachment 1**

13 of 14

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24PLN47**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Lauderdale-By-The-Sea Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN47**

ATTACHMENT 3

PROJECT TITLE: Town of Lauderdale-By-The-Sea Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in the Town of Lauderdale-By-The-Sea within Broward County, Florida.

PROJECT DESCRIPTION:

The Town of Lauderdale-By-The-Sea (Grantee) will complete the Town of Lauderdale-By-The-Sea Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- **2.5:** A draft list of steering committee members; and

- **2.6:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 3: Assemble Steering Committee

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 2 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables: The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 4: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

Deliverables: The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation;
- **4.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **4.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 5: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality

information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **5.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **5.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **5.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 6: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **6.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **7.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **7.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 8: Public Outreach Meeting

Description: The Grantee will conduct a public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of

adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 9: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **9.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **9.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **9.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **9.4** A signed Vulnerability Assessment Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred

percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department’s Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	\$6,000	\$0	\$6,000	7/1/2023	3/31/2025
3	Assemble Steering Committee	Contractual Services	\$4,000	\$0	\$4,000	7/1/2023	3/31/2025
4	Conduct Steering Committee Meetings	Contractual Services	\$4,000	\$0	\$4,000	7/1/2023	3/31/2025
5	Acquire Background Data	Contractual Services	\$50,000	\$0	\$50,000	7/1/2023	3/31/2026
6	Exposure Analysis	Contractual Services	\$93,000	\$0	\$93,000	7/1/2023	3/31/2026
7	Sensitivity Analysis	Contractual Services	\$20,000	\$0	\$20,000	7/1/2023	3/31/2026
8	Public Outreach Meeting #2	Contractual Services	\$4,000	\$0	\$4,000	7/1/2023	3/31/2026

9	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$19,000	\$0	\$19,000	7/1/2023	3/31/2026
Total:			\$200,000	\$0	\$200,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 23.24	37.098	Resilient Florida Programs	\$200,000	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$200,000	
-------------	--	--	--	--	-----------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project’s completion date.
8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 24PLN47

TOWN OF LAUDERDALE-BY-THE-SEA COMPREHENSIVE VULNERABILITY ASSESSMENT

Town of Lauderdale-By-The-Sea

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

**PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT NO: 24PLN47

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: () _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

**Photo/video/audio/artwork/recording
file name(s):** _____

**Location of photo/video/audio
recording/artwork:** _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 24PLN47

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN47

Project Title: Town of Lauderdale-By-The-Sea Comprehensive Vulnerability Assessment

Grantee: Town of Lauderdale-By-The-Sea

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST**

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Town of Lauderdale-By-The-Sea is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: **Courtney Easley**

Title: **Assistant to the Town Manager**

Signature:

Courtney Easley

Date:

1-17-2024

Exhibit 2

Exhibit A

FDEP Resilient Florida Program

Sea Level Rise Vulnerability Assessment

Scope of Services

A. Background

The Town of Lauderdale-By-The-Sea (Town) has received a grant from the Resilient Florida Grant (RFG) Program to perform a vulnerability assessment of impacts related to Sea Level Rise (SLR) and has requested the services of Baxter & Woodman, Inc. (Consultant). This grant is administered by the Florida Department of Environmental Protection's (FDEP) Resilient Florida Program, within the Office of Resilience and Coastal Protection (ORCP) which has developed a standardized set of work tasks to be performed as part of this assessment.

B. Scope of Services

Baxter & Woodman, Inc. (B&W) proposes to provide the following services:

Task 1: Project Management and Data Standards and Kickoff Meeting

Consultant will identify the data standards needed to perform the Vulnerability Assessment based on the requirements as defined in Section 380.093, F.S. Consultant will prepare a technical memorandum with the proposed data standards which will service as a deliverable to the ORCP for this task.

Task 2: Kickoff Meeting

Consultant will develop an overall Project Management Plan and participate in a kickoff meeting to discuss the project scope, project goals, schedule, key milestones, and deliverables. Consultant will attend this meeting and prepare meeting minutes which will service as a deliverable to ORCP for this task.

Task 3: Assemble Steering Committee (OPTIONAL)

Consultant will provide feedback on the Town's selected steering committee members.

Task 4: Conduct Steering Committee Meetings (OPTIONAL)

Consultant will attend Steering Committee Meetings. Consultant will provide relevant graphics for use at the meetings, provide a brief project status to the committee and answer technical questions that may come from the Committee.

Task 5: Acquire Background Data

Consultant will obtain and review information needed to perform the assessments. Consultant will document the sources of the information along with other attributes needed to compile the required metadata to meet FDEP's standards. Data gaps, if any, will be identified. A technical report will be prepared as a deliverable and will ultimately be inserted into the Vulnerability Assessment Report. Metadata is a component of a GIS spatial dataset and includes information regarding sources of the data, dates and how the dataset was created. The final geodatabase(s) will be prepared as the required deliverable to ORCP. This data includes:

- Transportation assets and evacuation routes
- Critical infrastructure
- Wastewater treatment facilities and lift stations
- Stormwater treatment facilities and pump stations

- Drinking water facilities
- Solid and hazardous waste facilities
- Communications facilities
- Disaster debris management sites
- Critical community and emergency facilities
- Schools, colleges, universities
- Community centers
- Correctional facilities
- Disaster recovery centers
- Hospitals and emergency medical service facilities
- Fire stations and law enforcement facilities
- Local and state government facilities
- Affordable public housing locations
- Natural, cultural, and historical resources
- Conservation lands and parks
- Shorelines, surface waters and wetlands
- Historic and cultural assets
- Property parcel data
- FEMA Data
- Transportation network data
- Building footprints
- Topographic LiDAR data
- Monitoring data for rainfall, evapotranspiration, and groundwater levels
- SLR projections
- Tidal flooding and storm surge data
- River cross-sections, if available
- Land use information (FLUCCS)
- Soils data (NRCS)

Consultant will develop scenarios based on SLR predictions, storm surge, rainfall events, and/or compound flood scenarios. Several SLR scenarios will be developed based on information obtained from above. Scenarios will include 2050 and 2080 intermediate and intermediate-low Climate Compact SLR predictions, hurricane storm surges, 100-year and 500-year storm events, combined with normal high tides and king tides. For the 100-year and 500-year storm events, modeling will be required. The Inter-connected Pond Routing Model (ICPR) will be used for the rainfall event analyses, which exceeds the capabilities of the OCRP's minimum standard model, "Modified Bathtub Model". Maps of flood depths will be produced that show the locations and depths (in ranges) for each of the scenarios and potential combinations of scenarios. Consultant will identify which assets are impacted by flooding.

A spreadsheet will be provided of critical and regionally significant assets that are impacted by flooding and SLR, prioritized by area or immediate need, and identifies which flood scenarios impacts each asset. Related GIS files and associated metadata will be provided.

Task 6: Exposure Analysis

Consultant will perform an exposure analysis to identify the depths of flooding for impacted assets associated with each scenario. Point, linear and areal depths of flooding will be determined depending on the types of assets being assessed. Maps and tables will be compiled to quantify the impacts and for inclusion in the Vulnerability Report.

A draft Vulnerability Assessment Report will be prepared that provides details on the modeling process, types of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario. GIS files will be provided with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis

Consultant will perform a sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in Task 6. The sensitivity analysis will include an evaluation of the impacts of flood severity on each asset class and

at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Consultant will provide a supplemental Draft Vulnerability Assessment Report detailing the work efforts and procedures used to perform the sensitivity analysis. Results will be presented for the prescribed scenarios with tables, charts and maps with appropriate terminology, legends, scales, etc. A list of impacted assets per scenario will be included as supported by the mapping along with tables indicating risk levels based on percentages of land area inundated.

Task 8: Public Outreach Meeting

Consultant will prepare relevant graphics for a Public Presentation and answering technical questions that may come from the public. Consultant will attend the presentation and present the findings of the Final Vulnerability Assessment.

Task 9: Final Vulnerability Assessment, Report, Maps, and Tables

Consultant will incorporate comments and recommendations into the draft Vulnerability Assessment Report. The final report will include the final results from the exposure and sensitivity analyses, as well as the final summary of identified risks and assigned focus areas. It will also include a final list of critical and regionally significant assets that are impacted by flooding and sea level rise, specifying for each asset the flood scenario(s) impacting the asset. Consultant will complete and provide the Vulnerability Assessment Compliance Checklist.

C. Assumptions

1. Information collected by Consultant shall be limited to data provided by the Town of readily available on the required websites.
2. The project does not include survey, geotechnical services, or other field work associated with the project.
3. Any required Public Notices or other fees shall be paid for and posted by the Town.
4. The Town shall coordinate and arrange the public outreach meeting including notices, distribution of flyers, meeting agendas and minutes.

D. Project Schedule

The grant deadlines are below:

Task No.	Task Title	Task Due Date
1	Identify Vulnerability Assessment Data Standards	Prior to initiating Task 2
2	Kickoff Meeting	3/31/2025
3	Assemble Steering Committee	3/31/2025
4	Conduct Steering Committee Meetings	3/31/2026
5	Acquire Background Data	3/31/2026
6	Exposure Analysis	3/31/2026
7	Sensitivity Analysis	3/31/2026
8	Public Outreach Meeting	3/31/2026
9	Final Vulnerability Assessment Report, Maps, and Tables	3/31/2026

Exhibit B
Town of Lauderdale-By-The-Sea
Sea Level Rise Vulnerability Assessment
Baxter & Woodman Fee Table (12/16/2024)

Task No.	Task Description	Labor Classification and Hourly Rates					
		Principal Engineer \$242.00	Senior Project Manager \$180.00	Engineer \$138.00	GIS \$175.00	Clerical \$100.00	Total Labor
1	Project Management	1	6	10		2	\$2,902
2	Kickoff Meeting	2	4	6	4		\$2,732
3	Assemble Steering Committee (OPTIONAL)	2	4	4			\$1,756
4	Conduct Steering Committee (OPTIONAL)	4	4	4	4		\$2,940
5	Acquire Background Data						
5.1	Data Acquisition	1	12	20	6		\$6,212
5.2	Review and Organize Data		10	20	4		\$5,260
5.3	Technical Report	2	20	24	16	4	\$10,596
5.4	GIS Metadata/Geodatabase Preparation		6	18	24		\$7,764
5.5	Scenario Development	1	8	16			\$3,890
5.6	H&H Modeling	1	26	50			\$11,822
5.7	Asset Impacts Table	1	8	18			\$4,166
6	Exposure Analysis						
6.1	Depth Analysis	15	55	80	35		\$30,695
6.2	Draft Vulnerability (Partial)	20	50	60	20	12	\$26,820
7	Sensitivity Analysis						
7.1	Asset Vulnerability Assessment	1	16	32	20		\$11,038
7.2	Draft Vulnerability (Complete)	2	24	40	20	12	\$15,024
8	Public Outreach Meeting	2	4	4	2		\$2,106
9	Final Vulnerability Assessment	10	40	36	4	12	\$16,488
	Labor Subtotal Hours	65	297	442	159	42	
	Labor Subtotal Costs	\$15,730	\$53,460	\$60,996	\$27,825	\$4,200	\$162,211
	Labor Total Costs	\$162,211					
	Sub-Consultant Fee	\$0					
	Reimbursable Expenses	\$500					
	Project Total (Lump Sum)	\$162,711					

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Town of Lauderdale-By-The-Sea Comprehensive Vulnerability Assessment	Agreement Number: 24PLN47
---	------------------------------

2. Parties	State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)
------------	---	--------------

Grantee Name: Town of Lauderdale-By-The-Sea	Entity Type: Local Government
Grantee Address: 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308	FEID: 59-6002670
	(Grantee)

3. Agreement Begin Date: 7/1/2023	Date of Expiration: 6/30/2026
--------------------------------------	----------------------------------

4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Broward County, Florida
---	--

Project Description: The Town of Lauderdale-By-The-Sea (Grantee) will complete the Town of Lauderdale-By-The-Sea Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

5. Total Amount of Funding: \$200,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	FY 23-24 GAA Line Item #1820	\$ 200,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 200,000.00

6. Department's Grant Manager Name: <u>George Begley</u> or successor Address: <u>Resilient Florida Program</u> <u>3900 Commonwealth Boulevard, MS230</u> <u>Tallahassee, Florida 32399</u> Phone: <u>850-245-8020</u> Email: <u>George.Begley@FloridaDEP.gov</u>	Grantee's Grant Manager Name: <u>Courtney Easley</u> or successor Address: <u>Town of Lauderdale-By-The-Sea</u> <u>4501 Ocean Drive</u> <u>Lauderdale-By-The-Sea, Florida 33308</u> Phone: <u>954-640-4212</u> Email: <u>courtneye@lbts-fl.gov</u>
--	---

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☒ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Town of Lauderdale-By-The-Sea		GRANTEE
Grantee Name		
By	<i>Linda Connors</i> (Authorized Signature)	8/6/2024 10:31 AM PDT Date Signed
Linda Connors, Town Manager		
Print Name and Title of Person Signing		

State of Florida Department of Environmental Protection		DEPARTMENT
By	<i>Alex Reed</i> Secretary or Designee	8/16/2024 Date Signed
Alex Reed, Director of the Office of Resilience and Coastal Protection		
Print Name and Title of Person Signing		

☒ Additional signatures attached on separate page.

ORCP Additional Signatures


DEP Grant Manager, George Begley


DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

1 of 14

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

3 of 14

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price

Attachment 1

4 of 14

- subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

Attachment 1

5 of 14

- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

Attachment 1

7 of 14

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized

aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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, 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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 Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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.

Attachment 1

10 of 14

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

Attachment 1

11 of 14

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.**Attachment 1**

13 of 14

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24PLN47**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Lauderdale-By-The-Sea Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Attachment 2

2 of 3

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN47**

ATTACHMENT 3

PROJECT TITLE: Town of Lauderdale-By-The-Sea Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in the Town of Lauderdale-By-The-Sea within Broward County, Florida.

PROJECT DESCRIPTION:

The Town of Lauderdale-By-The-Sea (Grantee) will complete the Town of Lauderdale-By-The-Sea Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- **2.5:** A draft list of steering committee members; and

- **2.6:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 3: Assemble Steering Committee

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 2 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables: The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 4: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

Deliverables: The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation;
- **4.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **4.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 5: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality

information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **5.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **5.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **5.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 6: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **6.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **7.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **7.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 8: Public Outreach Meeting

Description: The Grantee will conduct a public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of

adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 9: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **9.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **9.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **9.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **9.4** A signed Vulnerability Assessment Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred

percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department’s Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	\$6,000	\$0	\$6,000	7/1/2023	3/31/2025
3	Assemble Steering Committee	Contractual Services	\$4,000	\$0	\$4,000	7/1/2023	3/31/2025
4	Conduct Steering Committee Meetings	Contractual Services	\$4,000	\$0	\$4,000	7/1/2023	3/31/2025
5	Acquire Background Data	Contractual Services	\$50,000	\$0	\$50,000	7/1/2023	3/31/2026
6	Exposure Analysis	Contractual Services	\$93,000	\$0	\$93,000	7/1/2023	3/31/2026
7	Sensitivity Analysis	Contractual Services	\$20,000	\$0	\$20,000	7/1/2023	3/31/2026
8	Public Outreach Meeting #2	Contractual Services	\$4,000	\$0	\$4,000	7/1/2023	3/31/2026

9	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$19,000	\$0	\$19,000	7/1/2023	3/31/2026
Total:			\$200,000	\$0	\$200,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 23.24	37.098	Resilient Florida Programs	\$200,000	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$200,000	
-------------	--	--	--	--	-----------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project’s completion date.
8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 24PLN47

TOWN OF LAUDERDALE-BY-THE-SEA COMPREHENSIVE VULNERABILITY ASSESSMENT

Town of Lauderdale-By-The-Sea

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

**PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT NO: 24PLN47

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: () _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

**Photo/video/audio/artwork/recording
file name(s):** _____

**Location of photo/video/audio
recording/artwork:** _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 24PLN47

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN47

Project Title: Town of Lauderdale-By-The-Sea Comprehensive Vulnerability Assessment

Grantee: Town of Lauderdale-By-The-Sea

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST**

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Town of Lauderdale-By-The-Sea is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: **Courtney Easley**

Title: **Assistant to the Town Manager**

Signature:

Courtney Easley

Date:

1-17-2024

Exhibit 2

Exhibit A

FDEP Resilient Florida Program

Sea Level Rise Vulnerability Assessment

Scope of Services

A. Background

The Town of Lauderdale-By-The-Sea (Town) has received a grant from the Resilient Florida Grant (RFG) Program to perform a vulnerability assessment of impacts related to Sea Level Rise (SLR) and has requested the services of Baxter & Woodman, Inc. (Consultant). This grant is administered by the Florida Department of Environmental Protection's (FDEP) Resilient Florida Program, within the Office of Resilience and Coastal Protection (ORCP) which has developed a standardized set of work tasks to be performed as part of this assessment.

B. Scope of Services

Baxter & Woodman, Inc. (B&W) proposes to provide the following services:

Task 1: Project Management and Data Standards and Kickoff Meeting

Consultant will identify the data standards needed to perform the Vulnerability Assessment based on the requirements as defined in Section 380.093, F.S. Consultant will prepare a technical memorandum with the proposed data standards which will service as a deliverable to the ORCP for this task.

Task 2: Kickoff Meeting

Consultant will develop an overall Project Management Plan and participate in a kickoff meeting to discuss the project scope, project goals, schedule, key milestones, and deliverables. Consultant will attend this meeting and prepare meeting minutes which will service as a deliverable to ORCP for this task.

Task 3: Assemble Steering Committee (OPTIONAL)

Consultant will provide feedback on the Town's selected steering committee members.

Task 4: Conduct Steering Committee Meetings (OPTIONAL)

Consultant will attend Steering Committee Meetings. Consultant will provide relevant graphics for use at the meetings, provide a brief project status to the committee and answer technical questions that may come from the Committee.

Task 5: Acquire Background Data

Consultant will obtain and review information needed to perform the assessments. Consultant will document the sources of the information along with other attributes needed to compile the required metadata to meet FDEP's standards. Data gaps, if any, will be identified. A technical report will be prepared as a deliverable and will ultimately be inserted into the Vulnerability Assessment Report. Metadata is a component of a GIS spatial dataset and includes information regarding sources of the data, dates and how the dataset was created. The final geodatabase(s) will be prepared as the required deliverable to ORCP. This data includes:

- Transportation assets and evacuation routes
- Critical infrastructure
- Wastewater treatment facilities and lift stations
- Stormwater treatment facilities and pump stations

- Drinking water facilities
- Solid and hazardous waste facilities
- Communications facilities
- Disaster debris management sites
- Critical community and emergency facilities
- Schools, colleges, universities
- Community centers
- Correctional facilities
- Disaster recovery centers
- Hospitals and emergency medical service facilities
- Fire stations and law enforcement facilities
- Local and state government facilities
- Affordable public housing locations
- Natural, cultural, and historical resources
- Conservation lands and parks
- Shorelines, surface waters and wetlands
- Historic and cultural assets
- Property parcel data
- FEMA Data
- Transportation network data
- Building footprints
- Topographic LiDAR data
- Monitoring data for rainfall, evapotranspiration, and groundwater levels
- SLR projections
- Tidal flooding and storm surge data
- River cross-sections, if available
- Land use information (FLUCCS)
- Soils data (NRCS)

Consultant will develop scenarios based on SLR predictions, storm surge, rainfall events, and/or compound flood scenarios. Several SLR scenarios will be developed based on information obtained from above. Scenarios will include 2050 and 2080 intermediate and intermediate-low Climate Compact SLR predictions, hurricane storm surges, 100-year and 500-year storm events, combined with normal high tides and king tides. For the 100-year and 500-year storm events, modeling will be required. The Inter-connected Pond Routing Model (ICPR) will be used for the rainfall event analyses, which exceeds the capabilities of the OCRP's minimum standard model, "Modified Bathtub Model". Maps of flood depths will be produced that show the locations and depths (in ranges) for each of the scenarios and potential combinations of scenarios. Consultant will identify which assets are impacted by flooding.

A spreadsheet will be provided of critical and regionally significant assets that are impacted by flooding and SLR, prioritized by area or immediate need, and identifies which flood scenarios impacts each asset. Related GIS files and associated metadata will be provided.

Task 6: Exposure Analysis

Consultant will perform an exposure analysis to identify the depths of flooding for impacted assets associated with each scenario. Point, linear and areal depths of flooding will be determined depending on the types of assets being assessed. Maps and tables will be compiled to quantify the impacts and for inclusion in the Vulnerability Report.

A draft Vulnerability Assessment Report will be prepared that provides details on the modeling process, types of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario. GIS files will be provided with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis

Consultant will perform a sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in Task 6. The sensitivity analysis will include an evaluation of the impacts of flood severity on each asset class and

at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Consultant will provide a supplemental Draft Vulnerability Assessment Report detailing the work efforts and procedures used to perform the sensitivity analysis. Results will be presented for the prescribed scenarios with tables, charts and maps with appropriate terminology, legends, scales, etc. A list of impacted assets per scenario will be included as supported by the mapping along with tables indicating risk levels based on percentages of land area inundated.

Task 8: Public Outreach Meeting

Consultant will prepare relevant graphics for a Public Presentation and answering technical questions that may come from the public. Consultant will attend the presentation and present the findings of the Final Vulnerability Assessment.

Task 9: Final Vulnerability Assessment, Report, Maps, and Tables

Consultant will incorporate comments and recommendations into the draft Vulnerability Assessment Report. The final report will include the final results from the exposure and sensitivity analyses, as well as the final summary of identified risks and assigned focus areas. It will also include a final list of critical and regionally significant assets that are impacted by flooding and sea level rise, specifying for each asset the flood scenario(s) impacting the asset. Consultant will complete and provide the Vulnerability Assessment Compliance Checklist.

C. Assumptions

1. Information collected by Consultant shall be limited to data provided by the Town of readily available on the required websites.
2. The project does not include survey, geotechnical services, or other field work associated with the project.
3. Any required Public Notices or other fees shall be paid for and posted by the Town.
4. The Town shall coordinate and arrange the public outreach meeting including notices, distribution of flyers, meeting agendas and minutes.

D. Project Schedule

The grant deadlines are below:

Task No.	Task Title	Task Due Date
1	Identify Vulnerability Assessment Data Standards	Prior to initiating Task 2
2	Kickoff Meeting	3/31/2025
3	Assemble Steering Committee	3/31/2025
4	Conduct Steering Committee Meetings	3/31/2026
5	Acquire Background Data	3/31/2026
6	Exposure Analysis	3/31/2026
7	Sensitivity Analysis	3/31/2026
8	Public Outreach Meeting	3/31/2026
9	Final Vulnerability Assessment Report, Maps, and Tables	3/31/2026

Exhibit B
Town of Lauderdale-By-The-Sea
Sea Level Rise Vulnerability Assessment
Baxter & Woodman Fee Table (12/16/2024)

Task No.	Task Description	Labor Classification and Hourly Rates					
		Principal Engineer \$242.00	Senior Project Manager \$180.00	Engineer \$138.00	GIS \$175.00	Clerical \$100.00	Total Labor
1	Project Management	1	6	10		2	\$2,902
2	Kickoff Meeting	2	4	6	4		\$2,732
3	Assemble Steering Committee (OPTIONAL)	2	4	4			\$1,756
4	Conduct Steering Committee (OPTIONAL)	4	4	4	4		\$2,940
5	Acquire Background Data						
5.1	Data Acquisition	1	12	20	6		\$6,212
5.2	Review and Organize Data		10	20	4		\$5,260
5.3	Technical Report	2	20	24	16	4	\$10,596
5.4	GIS Metadata/Geodatabase Preparation		6	18	24		\$7,764
5.5	Scenario Development	1	8	16			\$3,890
5.6	H&H Modeling	1	26	50			\$11,822
5.7	Asset Impacts Table	1	8	18			\$4,166
6	Exposure Analysis						
6.1	Depth Analysis	15	55	80	35		\$30,695
6.2	Draft Vulnerability (Partial)	20	50	60	20	12	\$26,820
7	Sensitivity Analysis						
7.1	Asset Vulnerability Assessment	1	16	32	20		\$11,038
7.2	Draft Vulnerability (Complete)	2	24	40	20	12	\$15,024
8	Public Outreach Meeting	2	4	4	2		\$2,106
9	Final Vulnerability Assessment	10	40	36	4	12	\$16,488
	Labor Subtotal Hours	65	297	442	159	42	
	Labor Subtotal Costs	\$15,730	\$53,460	\$60,996	\$27,825	\$4,200	\$162,211
	Labor Total Costs	\$162,211					
	Sub-Consultant Fee	\$0					
	Reimbursable Expenses	\$500					
	Project Total (Lump Sum)	\$162,711					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

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
Holmes Murphy & Associates
2727 Grand Prairie Pkwy
Waukegan IA 50263

CONTACT
NAME: Morgan EbelPHONE
(A/C, No, Ext): 612-349-2438FAX
(A/C, No):E-MAIL
ADDRESS: MEbel@holmesmurphy.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Valley Forge Insurance Company

20508

INSURER B: The Continental Insurance Company

35289

INSURER C: Continental Casualty Company

20443

INSURER D:**INSURER E:****INSURER F:**

INSURED
Baxter & Woodman, Inc
8678 Ridgefield Road
Crystal Lake, IL 60012

BAXWOOPC

COVERAGES**CERTIFICATE NUMBER:** 2012987548**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 SUBR INSD 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:		7017821337	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		7017833701	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		7017835416	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	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	717818681	1/1/2025	1/1/2026	☒ 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	Professional Liability Claims made form		AEH591900841	1/1/2025	1/1/2026	Per claim \$5,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Lauderdale-By-The-Sea is included as additional insured per blanket endorsement as respect GI/Auto, subject to written contract requiring same. GL is primary & non-contributory.

CERTIFICATE HOLDER

Town of Lauderdale-By-The-Sea
Attn: Town Clerk-4501 Ocean Drive
Lauderdale-By-The-S 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

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 Holmes Murphy & Associates 2727 Grand Prairie Pkwy Waukegan IA 50263	CONTACT NAME: Morgan Ebel PHONE (A/C, No, Ext): 612-349-2438 E-MAIL ADDRESS: MEbel@holmesmurphy.com	FAX (A/C, No):
INSURED Baxter & Woodman, Inc 8678 Ridgely Road Crystal Lake, IL 60012	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: The Continental Insurance Company INSURER C: Continental Casualty Company INSURER D: INSURER E: INSURER F:	NAIC # 20508 35289 20443

COVERAGES**CERTIFICATE NUMBER:** 185645339**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 SUBR INSD 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 ☒ PROJECT ☒ LOC OTHER:		7017821337	1/1/2025	1/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		7017833701	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		7017835416	1/1/2025	1/1/2026	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	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	717818681	1/1/2025	1/1/2026	☒ 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	Professional Liability Claims made form		AEH591900841	1/1/2025	1/1/2026	Per claim \$5,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ No.17-06-01 for Palm Club Sanitary Sewer Design Services. Town of Lauderdale-By-The-Sea is included as additional insured per blank endorsement as respect GL/Auto, subject to written contract requiring same. GL is primary & non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale by 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

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
Holmes Murphy & Associates
2727 Grand Prairie Pkwy
Waukegan IA 50263

CONTACT
NAME: Morgan EbelPHONE
(A/C, No, Ext): 612-349-2438FAX
(A/C, No):E-MAIL
ADDRESS: MEbel@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Continental Insurance Company

35289

INSURER B: Continental Casualty Company

20443

INSURER C: Evanston Insurance Company

35378

INSURER D:

INSURER E:

INSURER F:

INSURED
Baxter & Woodman, Inc
8678 Ridgefield Road
Crystal Lake, IL 60012

BAXWOOPC

COVERAGES

CERTIFICATE NUMBER: 300779415

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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		MKLV7ENV106098	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		7017833701	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		MKLV7EFX101654	1/1/2025	1/1/2026	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 ☐ A	717818681	1/1/2025	1/1/2026	☒ 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	Professional Liability Claims Made		MKLV7ENV106098	1/1/2025	1/1/2026	Per Claim Aggregate \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability Limits above are excess of General Liability & Professional Liability.

Excess Liability Limit \$15,000,000 Each Occurrence/ \$15,000,000 Aggregate - The Continental Insurance Company
Policy Term: 01/01/2025 - 01/01/2026 - Policy #: 7017835416 is excess of the Automobile Liability.

RFQ 2024-07-01
Continuing Professional Services

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Town of Lauderdale-By-The-Sea
4501 N. 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Holmes Murphy & Associates		NAMED INSURED Baxter & Woodman, Inc 8678 Ridgefield Road Crystal Lake, IL 60012
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Town of Lauderdale-By-The-Sea as required by written contract, per policy terms and conditions.

General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation includes an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

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
Holmes Murphy & Associates
2727 Grand Prairie Pkwy
Waukegan IA 50263

CONTACT NAME: Morgan Ebel

PHONE (A/C, No, Ext): 612-349-2438

FAX (A/C, No):

E-MAIL ADDRESS: MEbel@holmesmurphy.com

INSURED
Baxter & Woodman, Inc
8678 Ridgfield Road
Crystal Lake, IL 60012

BAXWOOPC

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Valley Forge Insurance Company

20508

INSURER B: The Continental Insurance Company

35289

INSURER C: Continental Casualty Company

20443

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 944299253

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 SUBR INSD 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 ☒ PROJECT ☒ LOC OTHER:		7017821337	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		7017833701	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$ 10,000		7017835416	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	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	717818681	1/1/2025	1/1/2026	☒ 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	Professional Liability Claims made form		AEH591900841	1/1/2025	1/1/2026	Per claim \$5,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Work Performed

Additional Insured only if required by written contract with respect to General Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Town of Lauderdale-By-The-Sea, Florida and Others as required by written contract, per policy terms and conditions.

General Liability Policy includes an endorsement providing 30 day's notice of cancellation will be furnished to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

Town of Lauderdale-By-The-Sea, Florida
4501 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

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
Holmes Murphy & Associates
2727 Grand Prairie Pkwy
Waukegan IA 50263

CONTACT NAME: Morgan Ebel

PHONE (A/C, No, Ext): 612-349-2438

FAX (A/C, No):

E-MAIL ADDRESS: MEbel@holmesmurphy.com

INSURED
Baxter & Woodman, Inc
8678 Ridgefield Road
Crystal Lake, IL 60012

BAXWOOPC

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Valley Forge Insurance Company

20508

INSURER B: The Continental Insurance Company

35289

INSURER C: Continental Casualty Company

20443

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1041819675

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 SUBR INSD 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 ☒ PROJECT ☒ LOC OTHER:		7017821337	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		7017833701	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		7017835416	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	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	717818681	1/1/2025	1/1/2026	☒ 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	Professional Liability Claims made form		AEH591900841	1/1/2025	1/1/2026	Per claim \$5,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Continuing Services Agreement, 2011. The Town of Lauderdale By The Sea is included as additional insured as respect GL/Auto/Umbrella, subject to written contract. Severability of Interest is included. 30 day notice of cancellation provided.

CERTIFICATE HOLDER

Town of Lauderdale by the Sea
Attn: Town Clerk-4501 Ocean Drive
Lauderdale by 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



Town Commission Agenda Item Report

Meeting Date: January 14, 2025

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-04: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR THE BEL AIR NEIGHBORHOOD TRAFFIC CALMING STUDY; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: Staff met with the Bel Air Civic Association on May 23, 2024, to discuss traffic within the area utilizing data from the town-owned speed signs. The data was gathered on three separate occasions on the 1700 block of Bel Air Avenue in the immediate vicinity of Sailfish Place between September and November 2023. The data, which indicates an average speed of 13 mph, did not indicate speeding in the neighborhood that reached a threshold to support the addition of neighborhood traffic calming measures (see below).

DATE RANGE	TOTAL TRAFFIC COUNT	AVERAGE DAILY TRAFFIC COUNT	AVERAGE SPEED
Sept 28-Oct 5, 2023	1435	179	13
Oct 15-22, 2023	2122	265	14
Nov 10-16, 2023	1782	255	13
TOTAL	5339	232	13

After this information was presented to the association they requested a more comprehensive study be performed during high season to gather what they believed to be more accurate seasonal data regarding speeding and traffic within the neighborhood. In support of their request, staff asked Baxter Woodman (BW) for a proposal supporting their request to present to the Commission for their consideration.

The following tasks are proposed and if approved, will take place in the upcoming weeks.

Task 1: Project Management/Coordination.

This task involves general project management and administration and includes a neighborhood project kick-off meeting.

Task 2: Data Collection and Analysis

BW will collect 24-hour speed and count data for seven (7) days at fifteen (15) locations in the neighborhood. The locations are shown in Figure 1 below and will include all the locations indicated in green and yellow. BW will compare the data collected to the average 24-hour, peak morning hour, and evening peak hour expected traffic volumes for the neighborhood based on the previously calculated values using Institute of Transportation Engineers (ITE) trip generation data. This data and analysis will help the Town understand the extent of any cut-through traffic or speeding in the neighborhood.

Task 3: Technical Memorandum and Conceptual Plan

Using the data and analysis performed in Task 2, BW will consider appropriate traffic calming and traffic control devices that can be used to mitigate issues. Devices to be considered may include traffic control signing, vertical deflections such as speed humps, speed cushions or raised intersections, partial street closures, chicanes, diverters, chokers, or other traffic calming devices. Advantages and disadvantages of any recommended devices will be discussed in the technical memorandum and a conceptual plan with locations and types of devices will be provided, if warranted. Standard details for devices recommended will be provided but will not be site-specific. BW anticipates that a preliminary submittal of the memorandum and conceptual plans will be reviewed by Town staff. BW will respond to comments and provide the final documents.

Task 4: Public Engagement

BW staff will attend a meeting with the community and Town staff to discuss the findings of the analysis and any recommendations



The cost for the work is estimated at \$28,334 (**Exhibit 1**). This would be paid from the Capital Projects Fund in line item 300-575200-500630 (Traffic Improvements & Calming). The total amount budgeted for these projects in FY25 is \$150,000. Affidavits and Insurance were submitted as apart of their professional services contract.

Recommendation: Approve Resolution 2025-04 authorizing the Work Authorization with Baxter & Woodman for the Project at an amount not to exceed \$28,334, consistent with the Continuing Services Contract, and authorizing the Town Manager to execute the Work Authorization.

Exhibits:

1. Resolution 2025-04 Bel Air Traffic Study

RESOLUTION NO. 2025-04

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR THE BEL AIR NEIGHBORHOOD TRAFFIC CALMING STUDY; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) issued Request for Qualifications No. 2024-07-01 (the “RFQ”) for continuing professional services in accordance with the Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes (the “CCNA”) (the “Services”); and

WHEREAS, on September 18, 2024, the Town Commission adopted Resolution No. 2024-39, which approved the rankings of respondents to the RFQ and authorized the Town Manager to negotiate a continuing professional services agreement with the top seven ranked qualified firms, including Baxter & Woodman, Inc. (the “Consultant”) for continuing professional engineering and traffic engineering services (the “Services”); and

WHEREAS, pursuant to Resolution 2024-54, the Town entered into a continuing professional services agreement (the “Continuing Contract”) with the Consultant; and

WHEREAS, the Town is in need of a traffic calming study for the Bel Air neighborhood (the “Project”); and

WHEREAS, in accordance with the terms of the Continuing Contract, the Town solicited and the Consultant submitted a proposal to provide the Services for the Project in the amount of \$28,334 (the “Proposal”), attached hereto as Exhibit “1”; and

WHEREAS, Town staff recommends utilizing the Consultant for the Services related to the Project; and

29 **WHEREAS**, the Town Commission wishes to issue a work authorization to the Consultant
30 for the Services in an amount not to exceed \$28,334, consistent with the Continuing Contract
31 previously entered into between the Town and Contractor (the “Work Authorization”); and

32 **WHEREAS**, the Town Commission deems it to be in the best interest of the Town and its
33 residents to approve the Work Authorization with the Contractor for the Services.

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

36 **Section 1. Recitals.** The foregoing “Whereas” clauses are hereby ratified and
37 confirmed as being true and correct and incorporated herein by this reference.

38 **Section 2. Work Authorization Approved.** The Town Commission hereby approves
39 the Work Authorization with the Consultant for the Services described in the Proposal attached
40 hereto as Exhibit “1”.

41 **Section 3. Authorization to Execute the Work Authorization.** The Town Manager
42 or designee is hereby authorized to execute the Work Authorization with the Consultant in an
43 amount not to exceed \$28,334, together with such non-substantial changes as are deemed
44 necessary by the Town Manager and approved as to form and legal sufficiency by the Town
45 Attorney.

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

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

51 **PASSED AND ADOPTED** this 14th day of January 2025.

52

53

54

Mayor Edmund Malkoon

55

56 Attest:

57

58

59

60

61 _____
Katrina Adler, Town Clerk

62

63 (CORPORATE SEAL)

64

65

66 APPROVED AS TO FORM:

67

68

69

70 _____
Susan L. Trevarthen, Town Attorney



1601 Forum Place, Suite 400, West Palm Beach, FL 33401 • baxterwoodman.com

January 8, 2025

Mr. Ken Rubach
Deputy Town Manager
Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Subject: Bel Air Traffic Calming Study

Dear Mr. Rubach,

Baxter & Woodman is pleased to present the following Task Order Scope of Work and Fee Proposal to the Town of Lauderdale-By-The-Sea. Jeffrey Weatherford, P.E., PTOE will serve as the project manager/Principal Traffic Engineer for this assignment. The detailed cost proposal is attached as Exhibit A.

Background

The Town is requesting a traffic calming study to consider the types of devices that may be applicable for Bel Air Avenue north of Coral Reef Drive to the curve where Bel Air Avenue turn east to intersect with Highway A1A and the adjacent residential streets. A limited amount of traffic data has already been collected along Bel Air Avenue by the Broward County Sheriff's Department.

A cursory examination of the traffic data provided for Bel Air indicates relatively low traffic volumes with traffic generally traveling at reasonable speeds. However, recognizing that any speeding (the highest recorded speed was 40 mph) in a residential area has the potential for catastrophic consequences. The potential is a valid reason for considering calming measures.

Baxter & Woodman will provide a technical memorandum and conceptual plan providing our traffic analysis findings and the advantages and disadvantages of various treatments. The conceptual plan will provide standard details, locations and types of devices recommended. It is not intended that these conceptual plans are full construction documents; however, in many cases, an agency may be able to use the locations and standard details to build devices should they choose to do so. Due to the uncertainty of the type and scope of the problem and the many possible variations of solutions, it is not recommended that a final design project be scoped and cost proposals be prepared at this time. If the Town desires full construction documents, the production of these documents can be negotiated as an additional service or change order.

Scope of Services

Baxter & Woodman, Inc. (B&W) proposes to provide the following services:

Task 1: Project Management/Coordination. This task is general project management and administration. It includes a project kick-off meeting, a field meeting with City staff to review the site (this meeting can be held in conjunction with the kick-off meeting if the Town desires).

Task 2: Data Collection and Analysis. We will collect 24-hour speed and count data for seven (7) days at fifteen (15) locations in the neighborhood. The locations are shown in Figure 1 on the following page and will include all

the locations indicated in green. We will compare the data collected to the average 24-hour, peak morning hour, and evening peak hour expected traffic volumes for the neighborhood based on the previously calculated values using Institute of Transportation Engineers (ITE) trip generation data. This data and analysis will help the Town understand the extent of any cut-through traffic or speeding in the neighborhood.



Figure 1 – Count Map

Task 3: Technical Memorandum and Conceptual Plan. Using the data and analysis performed in Task 2, Baxter & Woodman will consider appropriate traffic calming and traffic control devices that can be used to mitigate issues. Devices to be considered may include traffic control signing, vertical deflections such as speed humps, speed cushions or raised intersections, partial street closures, chicanes, diverters, chokers or other traffic calming devices. Advantages and disadvantages of devices will be discussed in the technical memorandum and a conceptual plan with locations and types of devices will be provided. Standard details for devices recommended will be provided but will not be site specific. It is not intended that these conceptual plans be used as final plans for construction. It is anticipated that a preliminary submittal of the memorandum and conceptual plans will be made and reviewed by Town staff. Baxter & Woodman will respond to comments and provide the final documents.

Task 4: Public Engagement. Staff will attend a meeting with the community and Town staff to discuss the findings of the analysis and any recommendations.

Assumptions

1. This scope of work and cost estimate does not include the costs of any additional data collection beyond those shown in green on Figure 1. Traffic counts at any of the locations shown in yellow will be performed as an additional service if desired by the Town.
2. The public engagement task assumes that staff will attend one (1) public meeting as a part of this scope of work.

Project Deliverables

Deliverables will include a draft technical memorandum and conceptual plan for review to the Town. After receiving and responding to any comments, a final technical memorandum and conceptual plan will be submitted. Both the technical memorandum and conceptual plan will be provided in an electronic format (pdf).

Project Schedule

The total project time will be six (6) weeks from the data collection notice to proceed. Considering the proximity to the holidays, I would recommend postponing the data collection until school returns in January.

Expenses and fees

Total lump sum fees for the project will be \$28,334. A more detailed breakdown of costs can be found in Exhibit A.

Baxter & Woodman is excited to pursue this opportunity with the Town of Lauderdale-By-The-Sea. Please feel free to contact either Jeff Weatherford or me with any questions or comments.

Sincerely,



Rebecca Travis, P.E.
Executive Vice President

Town of Lauderdale-By-The-Sea, FL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

Exhibit A
Town of Lauderdale By The Sea
Work Authorization 1
Bel Air Neighborhood Traffic Calming Study
Budget Summary

		Engineer VII	Engineer I	Total Salary Costs
		\$252.00	\$138.00	
Task Description		Hrs	Hrs	
Task 1 - Project Management/Coordination				
1.1	Project Kick Off Meeting	1	0	\$252.00
1.2	Field Meeting	1	1	\$390.00
1.3	General Project Administration	4	0	\$1,008.00
Total - Task 1				\$1,650.00
Task 2 - Data Collection and Analysis				
2.1	Data Analysis	4	8	\$2,112.00
2.2	Trip Generation	1	0	\$252.00
Total - Task 2				\$2,364.00
Task 3 - Alternatives Analysis and Technical Memorandum				
3.1	Alternatives Selection	3	6	\$1,584.00
3.2	Advantage/Disadvantage Analysis	3	6	\$1,584.00
3.3	Preliminary Cost Estimate	1	2	\$528.00
3.4	Draft Technical Memorandum Preparation	3	6	\$1,584.00
3.5	Final Technical Memorandum Preparation	3	6	\$1,584.00
Total - Task 3				\$6,864.00
Task 4 - Public Engagement				
4.1	Public Meeting	3	0	\$756.00
Total - Task 4				\$756.00

Totsl Baxter & Woodman Labor Costs	\$11,634.00
Nationwide Traffic Data - 15 Traffic Counts	\$16,500.00
Direct Reimburisbles (Out of Pocket)	\$200.00
Totsl Baxter & Woodman Costs	\$28,334.00



Agenda Item No: 18.e.

Town Commission Agenda Item Report

Meeting Date: January 14, 2025

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-05: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A TEMPORARY ACCESS EASEMENT AGREEMENT WITH BROWARD COUNTY FOR THE SHORE PROTECTION PROJECT, SEGMENT II; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: The County approved a shore restoration program in 2022. LBTS is included in Segment II of this program which requires tilling of the beach from Terra Mar Drive to Flamingo Avenue this winter. The County will hire a contractor to perform the work, which they expect will take place in early 2025 over the course of a few weeks.

To complete this work, the County has asked the Town to provide a temporary beach access easement agreement. Beach access points are needed for their contractor to get their equipment onto the beach, including at least one access on the north and one on the south side of the Commercial Pier, as equipment is unlikely to be able to pass safely under the pier). The two points which will be utilized are the beach access at Pine Ave and El Mar Dr as well as the beach access from the alley between the property that houses Pier 14 amongst other businesses (14 E. Commercial Blvd) and Oriana (4316 El Mar Dr) The easement should provide enough space to accommodate a tractor and plow, which will be loaded on/off of an 18-wheel trailer. They will also need space to temporarily store the trailer while the work on the beach is done. Lastly, their tractor and plow will need a minimum of 12' of horizontal clearance (width) to gain access to the beach. The agreement will expire on November 1, 2025, or when the beach tilling is completed, whichever occurs first.

Similar access has been provided to the County previously for the beach nourishment projects and as recently as 2020.

Recommendation: Staff recommends approval of Resolution 2025-05; Approving a temporary access easement agreement with Broward County for the Shore Protection Project, Segment II.

Exhibits:

1. Resolution 2025-05 Broward Beach Access Agreement

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2
3
4

5
6
7
8
9

20
2122
23
24

25
26
27
28

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the Agreement.

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

Section 1. Recitals. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. Approval. The Town Commission hereby approves the Agreement with the County, attached hereto as Exhibit "A."

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement with Broward County, in substantially the form 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. Implementation. 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 14th day of January 2025.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

57 (CORPORATE SEAL)

58

59

60 APPROVED AS TO FORM:

61

62

63

64

Susan L. Trevarthen, Town Attorney

65

Temporary Access Agreement for the Shore Protection Project, Segment II

This Temporary Access Agreement ("Agreement") is entered and entered into this ____ day of _____, between the Town of Lauderdale-by-the-Sea, a municipal corporation of the State of Florida, whose address is _____, Florida ____ ("Town"), and Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Town is the owner of the real properties located in Broward County, Florida described in Composite Exhibit A, consisting of the description and a map of the properties, attached hereto and made a part hereof ("Property").

B. Florida Department of Environmental Protection issued the County Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization (Permit numbers 0314535-001-JC and 0394925-001-JC) to perform beach tilling and escarpment removal, which are a component of the County's beach renourishment and restoration activities, at various locations, including Town's Property.

C. County desires temporary access on, over, across, and through the Property for the purpose of facilitating the beach tilling and escarpment removal components of a federally authorized beach restoration project, commonly known as the "Shore Protection Project, Segment II."

D. County also desires authorization to utilize the portions of the Property marked "Staging Areas" to stage and store vehicles and equipment overnight that are necessary to conduct the Shore Protection Project, Segment II.

E. Town desires to grant such access to County in accordance with the terms set forth herein so that County may help facilitate and complete the Shore Protection Project, Segment II.

NOW, THEREFORE, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and such recitals are incorporated herein by reference.
2. Grant of Access. Town hereby grants unto County, its contractors, subcontractors, consultants, and employees access on, over, across, and through the Property to perform beach tilling and escarpment removal as well as inspection and monitoring of the same and

any incidental uses necessary thereto, during the term of this Agreement as such term is hereinafter described. Specifically, the County and its contractors, subcontractors, consultants, and employees are authorized to till and remove the escarpment on the beach areas denoted by the green/blue/red lines on Exhibit A. County and its contractors, subcontractors, consultants, and employees are authorized to access the beach at the beach access points designated in Exhibit A and marked on the accompanying map. Storing and staging locations are not needed as of the Effective Date of this Agreement. However, if during the course of the project, County determines that storing and staging locations are necessary, the Parties may amend this Agreement, in accordance with Paragraph 13, to authorize County and its contractors, subcontractors, consultants, and employees to stage and store equipment and vehicles necessary for the Shore Protection Project, Segment II, at specified locations.

3. Term. The Agreement shall be effective as of the date it is fully executed by the Parties ("Effective Date") and shall continue until November 1, 2025, or the beach tilling is completed, whichever occurs first.

4. Obligation to Restore. If the Property or any property located thereon is damaged by County or County's contractors, subcontractors, consultants, or employees as a result of their entry upon or use of the Property, County shall, at its expense, promptly and with due diligence restore and repair the damaged portion(s) of the Property or property located thereon to the same condition as existed prior to County's use of the Property.

5. Termination. This Agreement may be terminated:

- a. By either Party with at least sixty (60) calendar days advance written notice to the other Party.
- b. For cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience in accordance with Section 5(c).
- c. For convenience by Broward County Board of County Commissioners with at least thirty (30) calendar days advance written notice to City. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to City of such termination in accordance with this section.
- d. By the Broward County Administrator ("County Administrator") upon such notice as the County Administrator deems appropriate under the circumstances if the

County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public, health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

6. Insurance. The Parties are entities subject to Section 768.28, Florida Statutes. County will maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. Upon request, County shall provide written verification of liability protection in accordance with state law. Prior to any County contractor, subcontractor, or consultant using the Property, County shall require such contractor, subcontractor, or consultant to provide insurance coverage with minimum limits of coverage indicated in Exhibit B, and naming County and Town as additional insureds on the commercial general liability and business automobile liability policies.

7. Governmental Immunity and Liability. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law. County will include indemnification language, substantially in the form below, in all contracts whereby County allows a party to access the Property pursuant to this Agreement:

Contractor shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend County and Town, or their officers, agents, servants, and employees (collectively and individually "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any

person or property. In the event any lawsuit or other proceeding is brought against an Indemnified Party by reason of any such claim, cause of action, or demand, CONTRACTOR shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County and City. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

8. Disruption. County will require all contractors, subcontractors, and consultants to utilize their best efforts to minimize impacts and disruption to Town's Property and surrounding areas.

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

For County:
Real Property Section
Broward County Governmental Center, Room 326
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

For Town:
Town Manager

9. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

10. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be

deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

12. Further Assurances. The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.

13. Amendments. The Contract Administrator is authorized to amend this Agreement to modify the access and staging locations if Parties reasonably determine the access and staging locations identified in Exhibit A are unsuitable. Unless expressly authorized herein, no modification, amendment, or alternation of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Town and County.

14. Survival. Either Party's right to monitor, evaluate, enforce, audit, and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement but shall expire upon expiration of the statute of limitation as to that particular matter. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable but shall expire upon expiration of the statute of limitation as to that particular matter.

15. Independent Contractor. Each Party is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, neither that Party nor its agents shall act as officers, employees, or agents of the other Party. The Parties shall not have the right to bind either Party to any obligation not expressly undertaken by that Party under this Agreement.

16. Third Party Beneficiaries. Neither Party intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

17. Assignment. Neither this Agreement nor any right or interest herein may be assigned by either Party without the prior written consent of the other Party. This provision shall not be construed to prohibit County from allowing others performing services for County for the Shore Protection Project, Segment II to use the Property; such use, however, shall not confer any right of the other Party to claim any rights under this Agreement. If a Party violates this provision, the other Party shall have the right to immediately terminate this Agreement.

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

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

19. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

20. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

21. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

22. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

23. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall 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 shall 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 shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, TOWN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

24. Incorporation by Reference. The attached exhibits are incorporated into and made a part of this Agreement.

25. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order,

proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or prevent the exercise of any right either Party may otherwise have to terminate this Agreement.

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

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Temporary Access Agreement for the Shore Protection Project, Segment II on the respective dates under each signature: Broward County, by and through its Board of County Commissioners, signing by its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2024, and Town of Lauderdale-by-the-Sea, signing by and through its _____, duly authorized to execute same by Commission action on the _____ day of _____, 2024.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
Its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 2024

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

By _____
Jennifer D. Brown (Date)
Senior Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

JDB/gmb
____/____/2024
#

Temporary Access Agreement for the Shore Protection Project, Segment II

TOWN

Town of Lauderdale-by-the-Sea, a
Florida Municipal Corporation

ATTEST:

By: _____
Town MAYOR

TOWN CLERK

Print Name

____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

Town Attorney

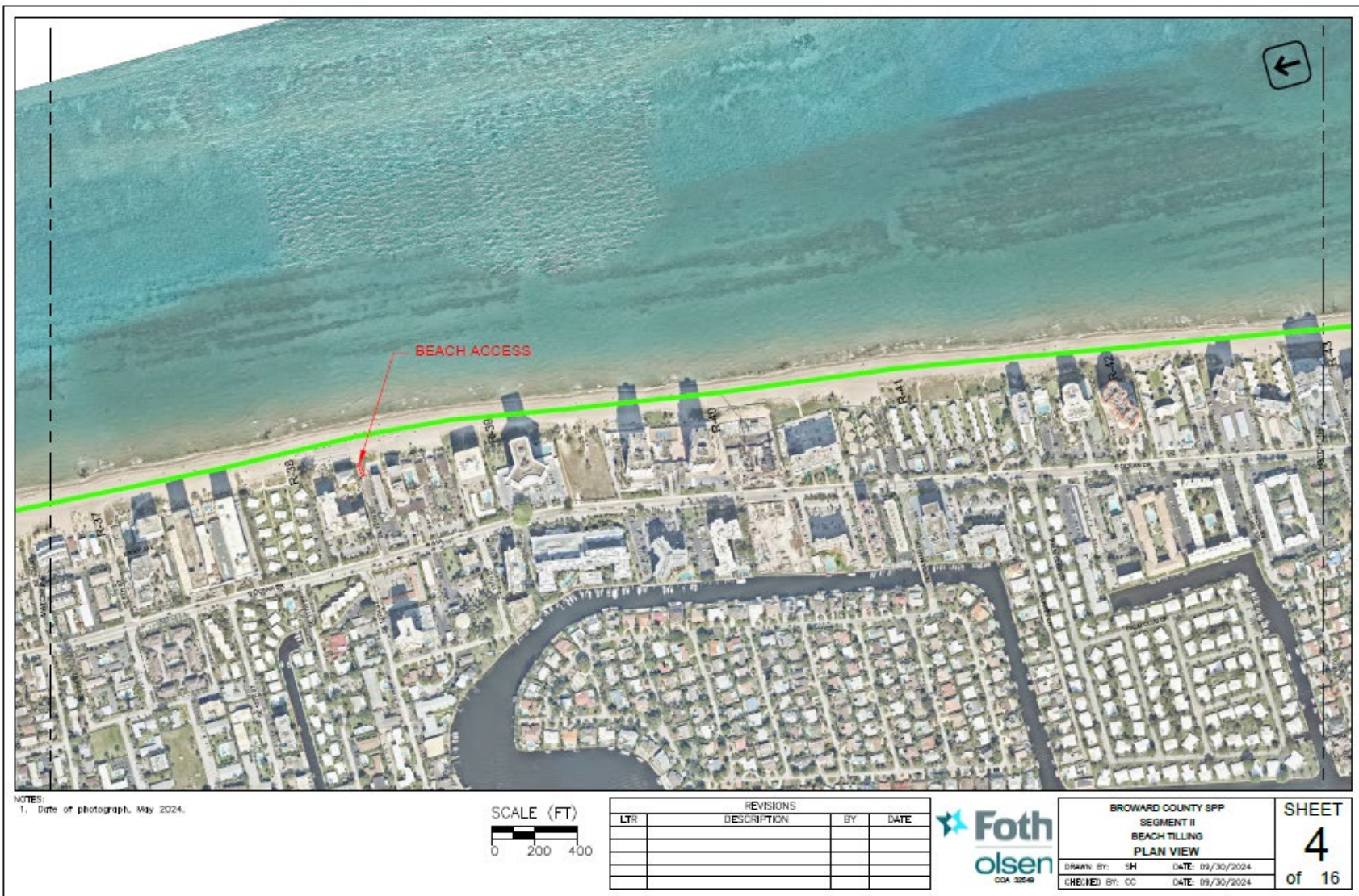
Exhibit 1 Property

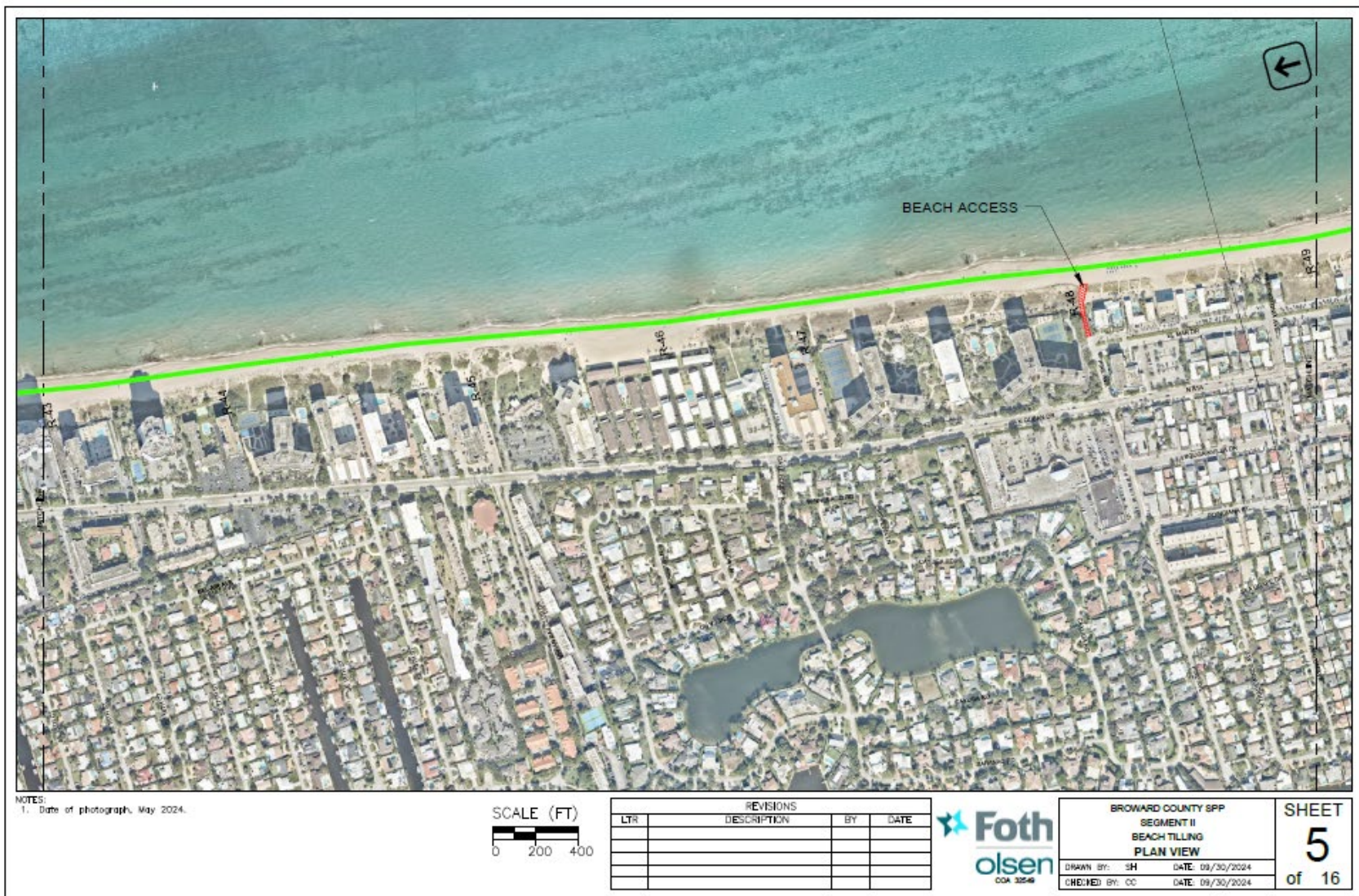
BEACH TILLING LOCATION:

The sandy beach above the mean high water line to the easternmost edge of the dune vegetation, seawall, or other structure from Florida Department of Environmental Protection Range Monument (R) 41 to R-54.

BEACH ACCESS LOCATIONS:

- The eastern end of Pine Avenue (no gate/no lock); and
- The eastern end of the alley located between 14 Commercial Boulevard and 4320 El Mar Drive that is immediately south of the parking lot fronting Anglin's Pier (2 Commercial Boulevard).





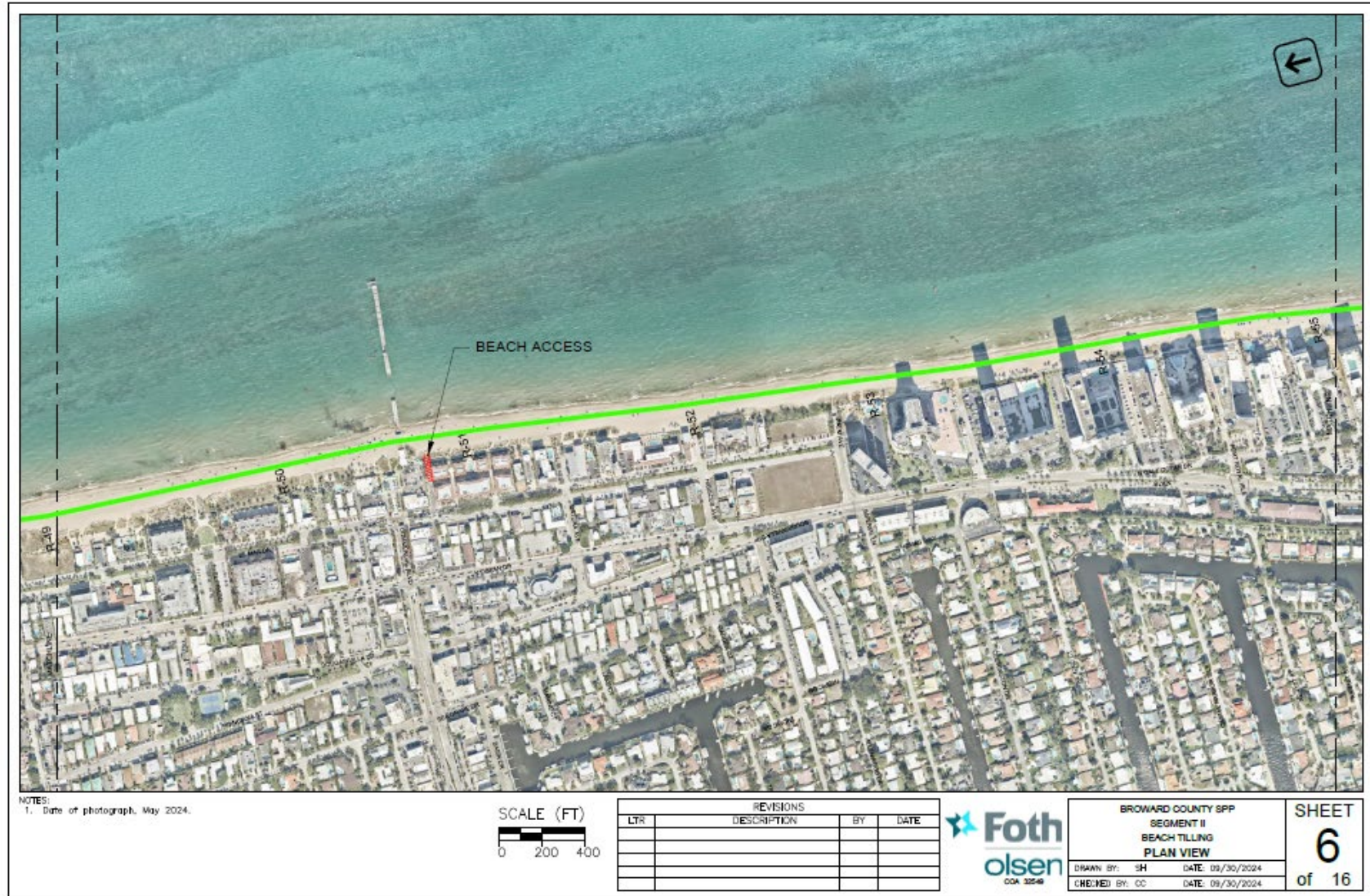


Exhibit B Minimum Insurance Requirements

INSURANCE REQUIREMENTS

Project: Segments II and III Beach Tilling and Escarpment Removal
Agency: Resilient Environment Department

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☒ XCU - Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury ☒ Protection and Indemnity Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
☒ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>				\$2,000,000	
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$500,000	
☒ POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim:	\$1,000,000	
			*Maximum Deductible:	\$10,000	
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

 Digitally signed by
 COLLEEN
 POUNALL
 Date: 2024.12.11
 13:14:30 -05'00'
 Risk Management Division