Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, March 24, 2026

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 Poulopoulos

Ken Rubach, Town Manager
Susan Trevarthen, Town Attorney
Courtney Easley, Acting Town Clerk

Regular Town Commission

Tuesday, March 24, 2026, 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**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
   - **5.a.** Vulnerability Assessment Presentation
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
8. **TOWN MANAGER REPORT**
   - **8.a.** Town Manager Report
   - **8.b.** January 2026 Finance Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
11. **CONSENT AGENDA**
    - **11.a.** RESOLUTION 2026-09: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SUPPORTING ADVOCACY EFFORTS WITH FLORIDA POWER & LIGHT AND STATE OFFICIALS TO EXPEDITE CONSIDERATION OF LAUDERDALE-BY-THE-SEA FOR ELIGIBILITY AND PRIORITIZATION UNDER THE STORM SECURE UNDERGROUND PROGRAM (SSUP); PROVIDING FOR AN EFFECTIVE DATE.
    - **11.b.** RESOLUTION 2026-10: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONDUCT A TRAFFIC SIGNAL WARRANT AND SAFETY STUDY AT THE INTERSECTION OF BEL AIR DRIVE AND SOUTH OCEAN BLVD.; PROVIDING FOR FINDINGS, SUPPORTING RATIONALE, AND AN EFFECTIVE DATE.
    - **11.c.** RESOLUTION 2026-11: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REQUESTING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) TO EVALUATE BOATING SAFETY CONDITIONS ALONG THE INTRACOASTAL WATERWAY WITHIN THE TOWN'S JURISDICTION; REQUESTING CONSIDERATION OF APPROPRIATE SAFETY MEASURES, INCLUDING SLOW-SPEED OR MINIMUM-WAKE ZONES; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

12. OLD BUSINESS

12.a. Fire Rescue Services

12.b. Charter Review Board Recommendations and Commission Discussion

12.c. Charter Review Additional Commission Discussion Items

13. NEW BUSINESS

13.a. Broward League of Cities Board of Director Appointments

14. COMMISSIONER PRESENTATIONS

15. COMMISSIONER COMMENTS

16. ORDINANCES 1st Reading

17. ORDINANCES 2nd Reading

18. RESOLUTIONS – PUBLIC COMMENTS

18.a. RESOLUTION 2026-05: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY- THE- SEA, FLORIDA, APPROVING THE AGREEMENT WITH MATRIX CG INC. D/B/A MATRIX CONSULTING GROUP, LTD. FOR PROFESSIONAL CONSULTING SERVICES TO CONDUCT A STUDY ON THE FORMATION OF A TOWN FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DEPARTMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

18.b. RESOLUTION 2026-06: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AND APPROVING THE PROPOSED PAY PLAN AND PAY RANGES; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

18.c. RESOLUTION 2026-07: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH CIRCUIT TRANSIT INC. FOR THE PROVISION OF POINT TO POINT TRANSPORTATION SERVICES WITHIN THE TOWN, UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF POMPANO BEACH AGREEMENT AWARDED PURSUANT TO RFP 25-015; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

18.d. RESOLUTION 2026- 08: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY TO CONDUCT THE TOWN'S MUNICIPAL ELECTION ON NOVEMBER 3, 2026; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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19. QUASI JUDICIAL PUBLIC HEARINGS

19.a. Application Number: 2025-CUS-01: Pursuant to Chapter 30, “Unified Land Development Regulations,” Article VIII, “Sign Regulations,” Section 30-502(d)(4), “Exempt Signs,” of the Town’s Code of Ordinances (“Town Code”), the Applicant has requested a Conditional Use Permit (2025-CUS-01) to allow installation of a new Mid-Century Modern style sign including address numbers measuring two (2) feet, eight (8) inches in height where the code provides for a (6) inch maximum letter height , and a sign totaling 34.98 square feet in sign area, where the code does not allow for address signs to exceed two (2) square feet in sign area in the RM-25 Zoning District for the property located at 1541 S Ocean Blvd.

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: March 24, 2026
Submitted By: Courtney Easley, Acting Town Clerk/Assistant to the Town Manager
Submitting Department: Administration
Item Type: Presentation
Agenda Section:PRESENTATIONS

Subject Title: Vulnerability Assessment Presentation

Explanation:

In 2024, the Town was awarded a $200,000 grant through the Florida Department of Environmental Protection's (FDEP) Resilient Florida Program, administered by the Office of Resilience and Coastal Protection (ORCP). As part of this statewide initiative, FDEP has established a standardized framework of work tasks to guide local vulnerability assessments. These grant funds support counties, municipalities, and special districts in identifying areas at risk, evaluating potential impacts, and developing strategies for future adaptation and mitigation projects.

On November 12, 2024, the Town Commission approved a Continuing Services Contract with Baxter & Woodman for engineering, architectural, and mapping services. On January 14, 2025, the Commission adopted Resolution 2025-03 authorizing a Work Authorization for Baxter & Woodman to complete the Town's Vulnerability Assessment.

This evening, representatives from Baxter & Woodman will present the findings of that assessment, including the results of the Exposure and Sensitivity Analysis — providing valuable insight into where the Town is most vulnerable and helping guide future infrastructure planning and resilience investments.

Recommendation:

Exhibits:
1. Sea Level Rise Vulnerability Assessment Presentation

BAXTER & WOODMAN
Consulting Engineers

Town of Lauderdale-By-The-Sea

Sea Level Rise Vulnerability Assessment

March 24, 2026

Public Meeting Agenda

- Welcome
- Introductory Remarks
- Purpose of Study
- Critical and Important Assets
- Flood Scenarios
- Conclusions and Mitigation Strategies

What is a Sea Level Rise Vulnerability Assessment?

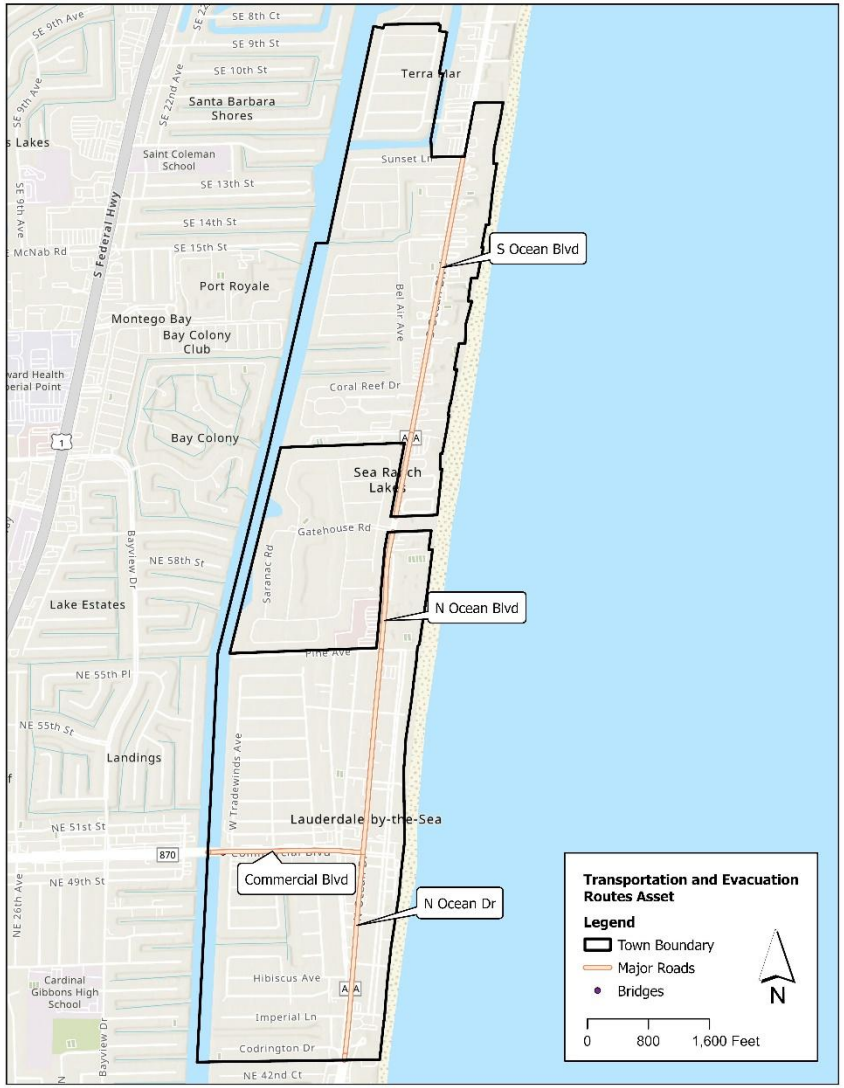
- Office of Resilience and Coastal Protection (ORCP), Resilient Florida Program
- Assess the impacts of Sea Level Rise (SLR) on assets owned by a municipality
- Identify Critical and Important Assets and Vulnerability to flooding
- To allow municipalities to prepare and mitigate for future impacts
- Assessments are fully funded by the State Department of Environmental Protection
- Qualifies municipalities for potential grant assistance for Resiliency Projects

What the Assessment Includes

- **Florida Statute § 380.093 and ORCP Guidelines**
- **Data Collection**
  - Census Data
  - Assets in GIS
  - Sea Level Rise and Storm Intensity Projections
  - Hydrologic Information in GIS
- **Flood Analyses for 2050 and 2080 Low and High Predictions**
  - Tailwater Effects (SLR and King Tides)
  - Storms (100-year and 500-year)
- **Exposure Analysis**
  - Flooding Depths on Assets
- **Sensitivity Analysis**
  - Percentiles of Vulnerabilities
- **Public Outreach**

Critical Assets - Transportation

- **Bridges**
  - FDOT No. 86014000 (Commercial Blvd)
- **Major Roadways**
  - S Ocean Boulevard
  - N Ocean Boulevard
  - Commercial Boulevard
  - N Ocean Drive



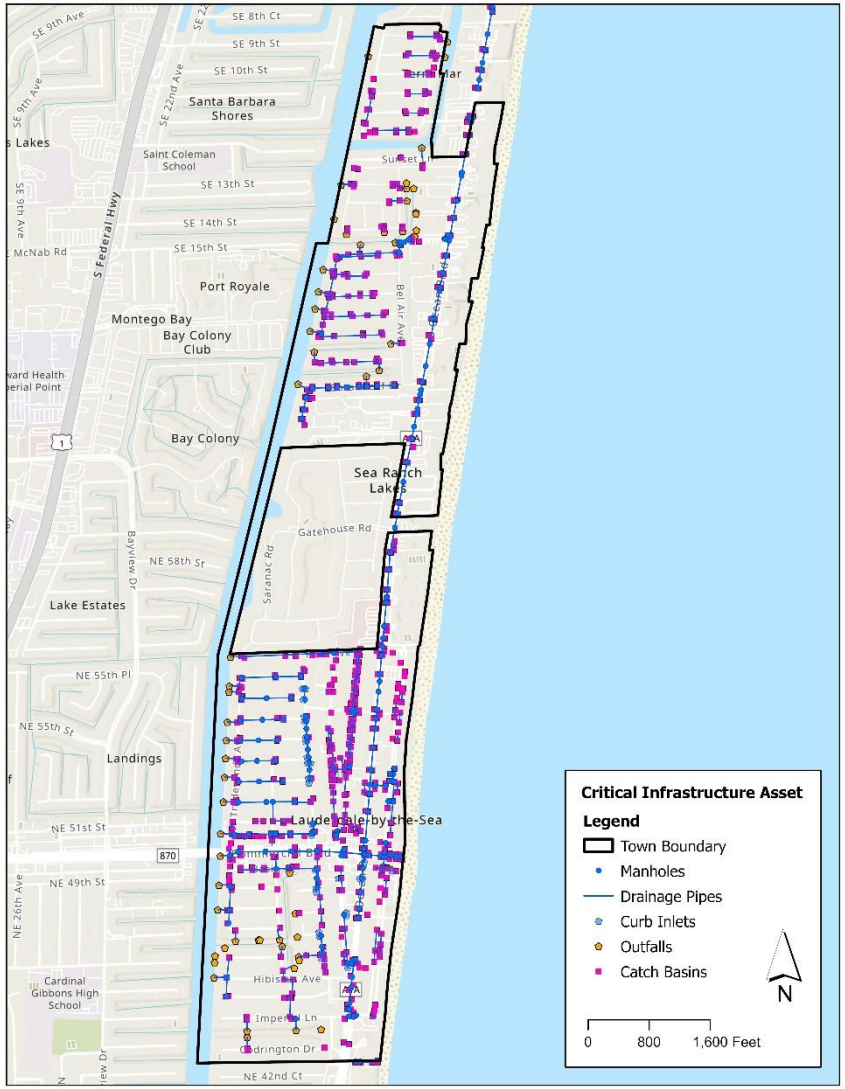
Critical Assets - Wastewater

- 62,301 LF Gravity Mains
- 230 Manholes
- 16,291 LF Force Mains
- 31 System Valves
- 10 Lift Stations



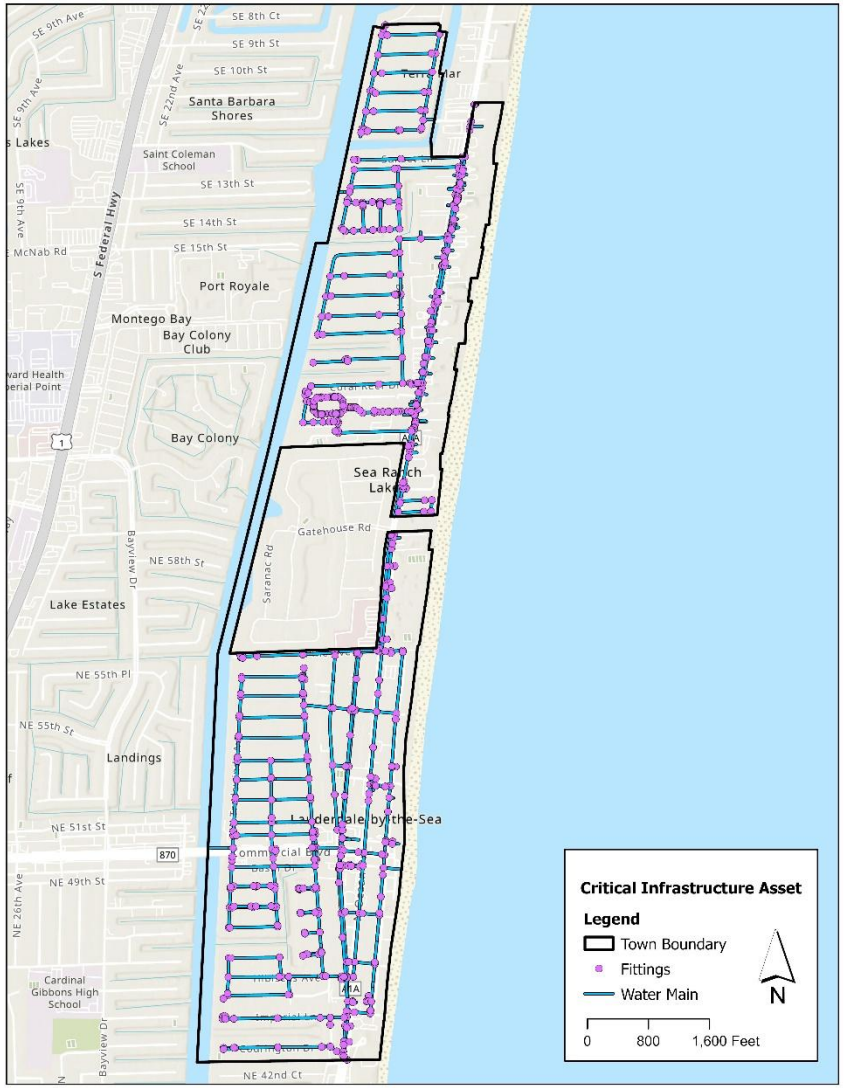
Critical Assets - Stormwater

- 65,211 LF Drainage Pipes
- 216 Manholes
- 32 Curb Inlets
- 61 Outfalls
- 668 Catch Basins

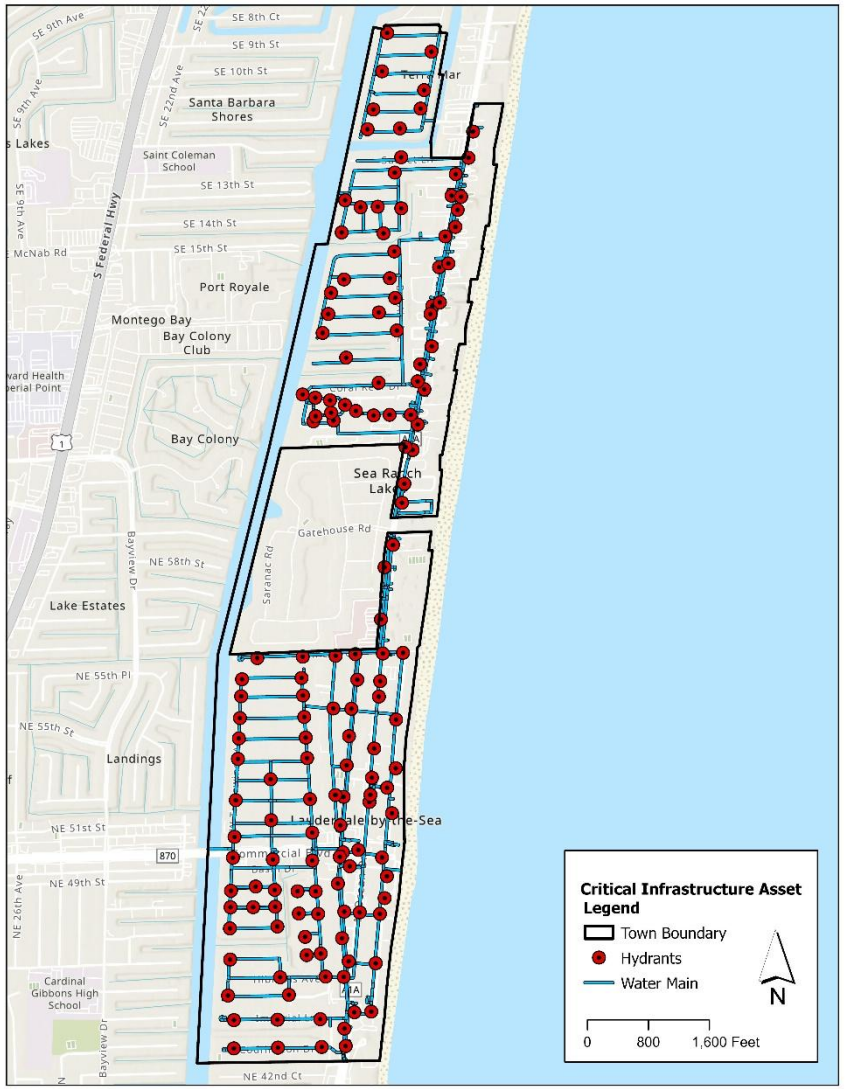


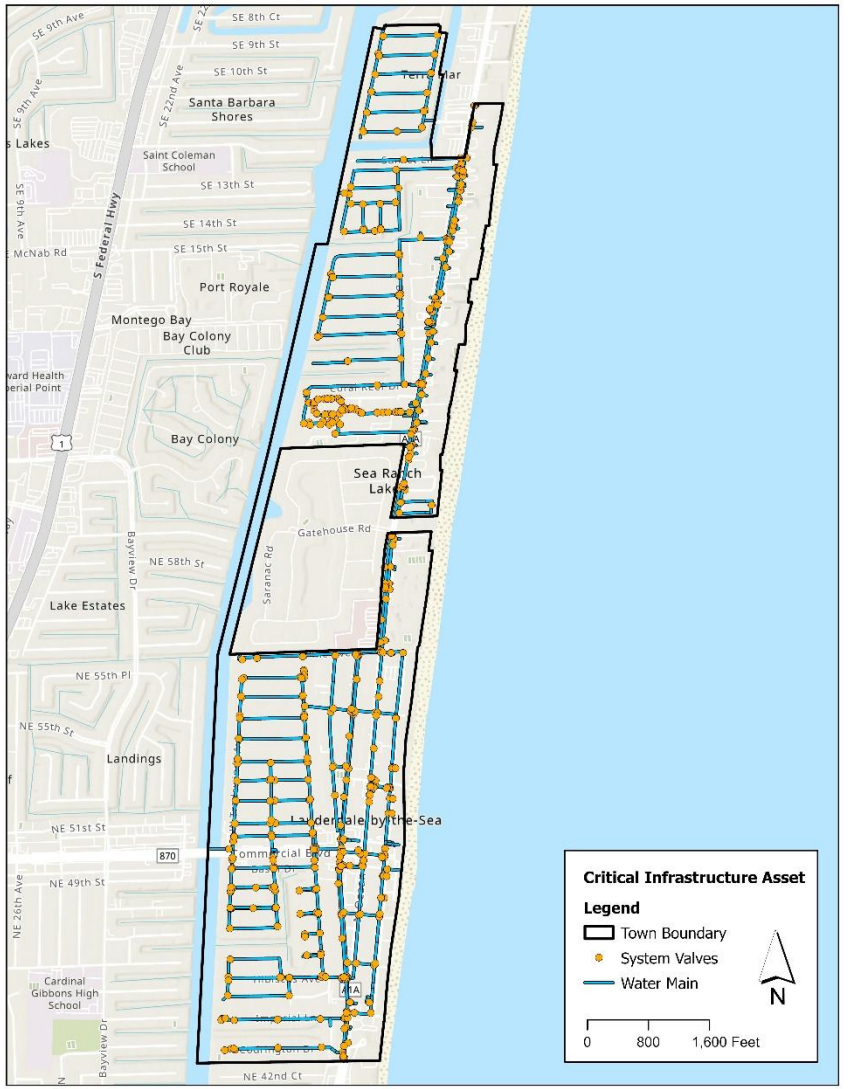
Critical Assets - Water

- 111,797 LF Water Mains
- 153 Fire Hydrants
- 505 System Valves



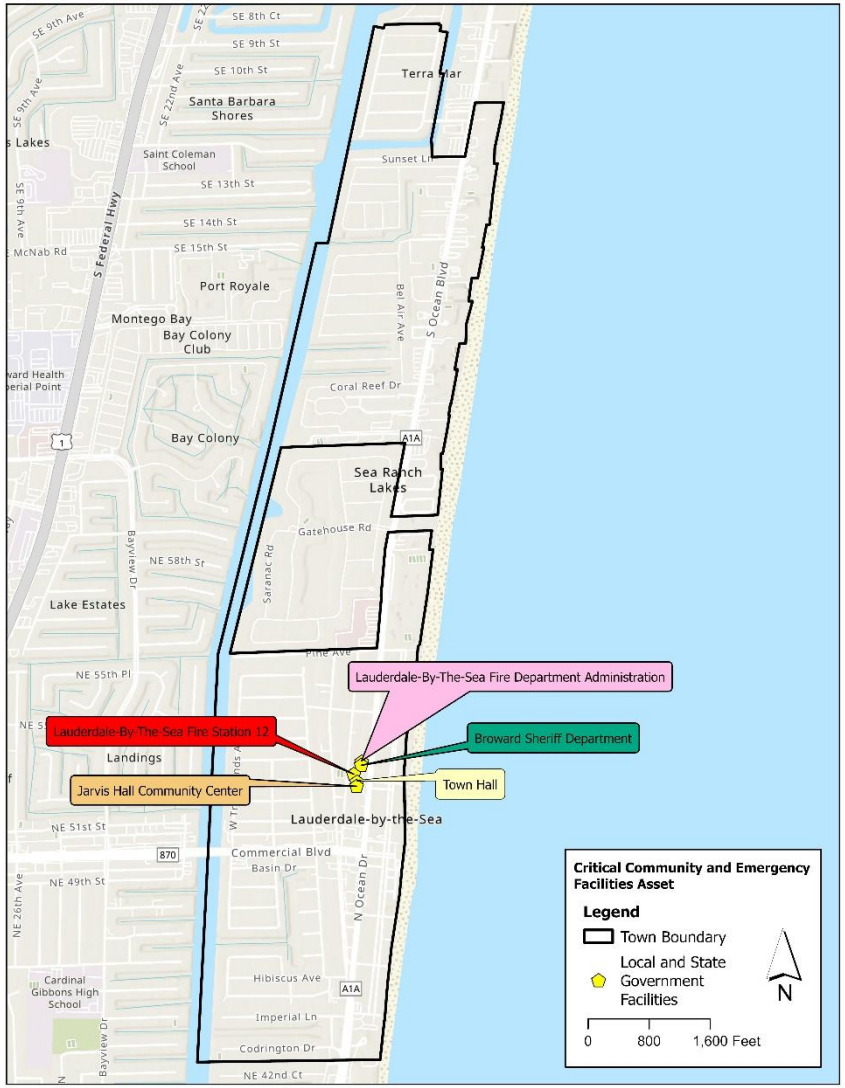
Critical Assets – Water Hydrants and Valves





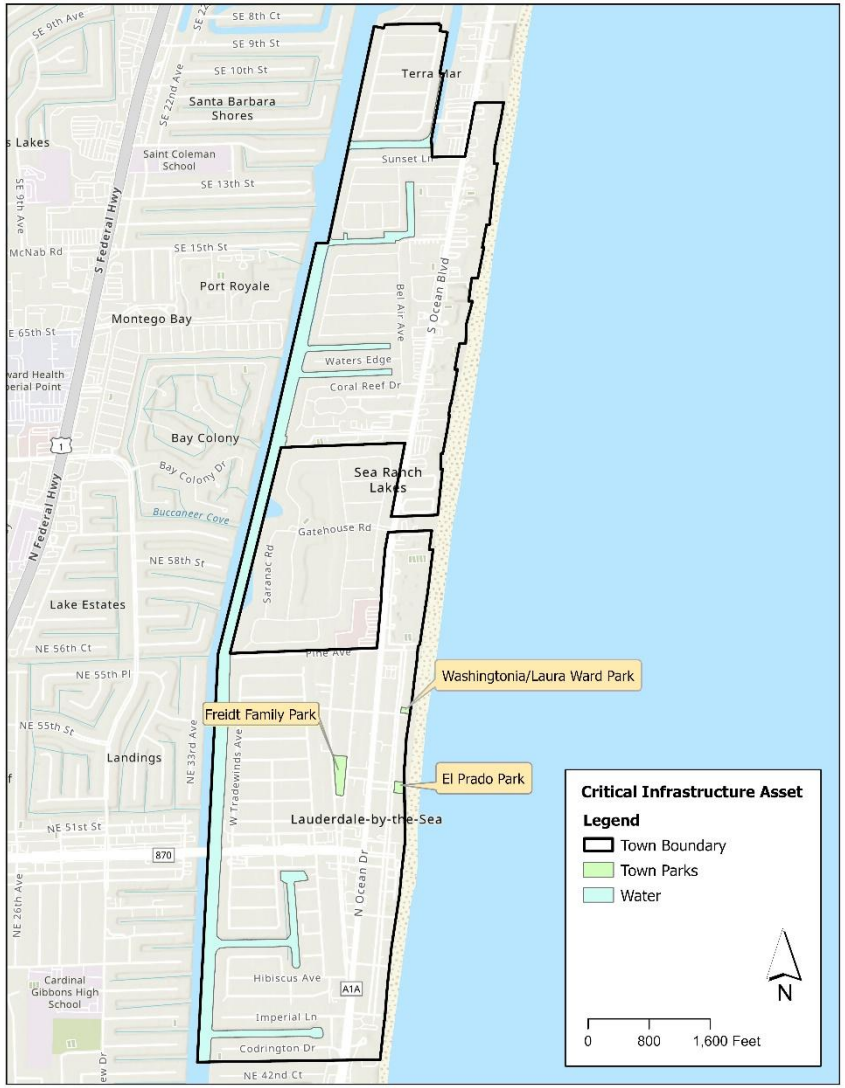
Critical Assets – Community and Emergency

- 2 Fire Stations
- 1 Local Government Facilities
- 1 Law Enforcement Facility
- 1 Community Center

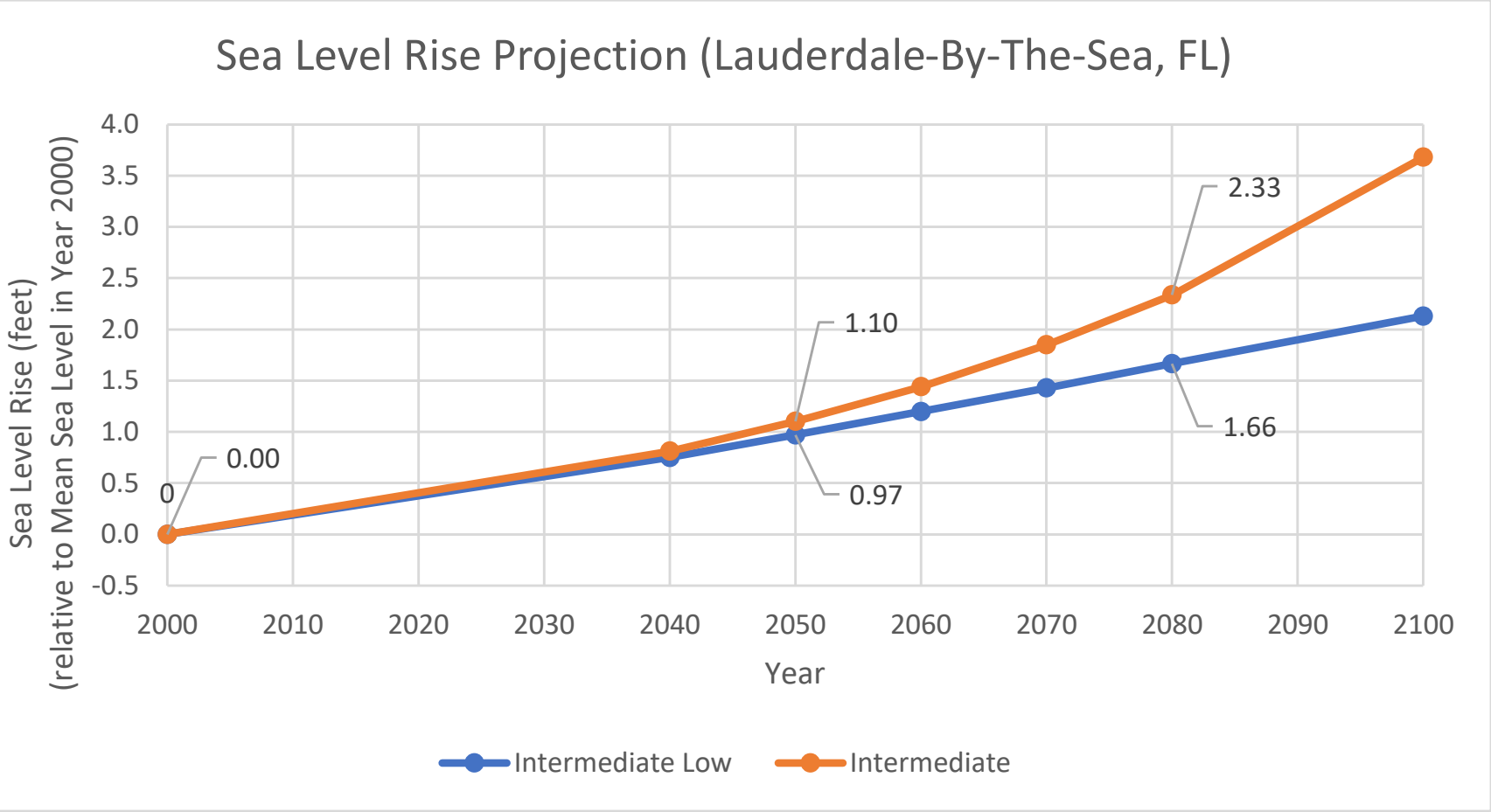


Critical Assets – Natural, Cultural, and Historic

- **3 Parks or Natural Areas**
  - El Prado Park
  - Washingtonia/Laura Ward Park
  - Friedt Family Park



Sea Level Rise Predictions



- **2050 & 2080**
- **Mean High**
- **King Tides**
- **Storm**
  - 100-year
  - 500-year
  - CAT3

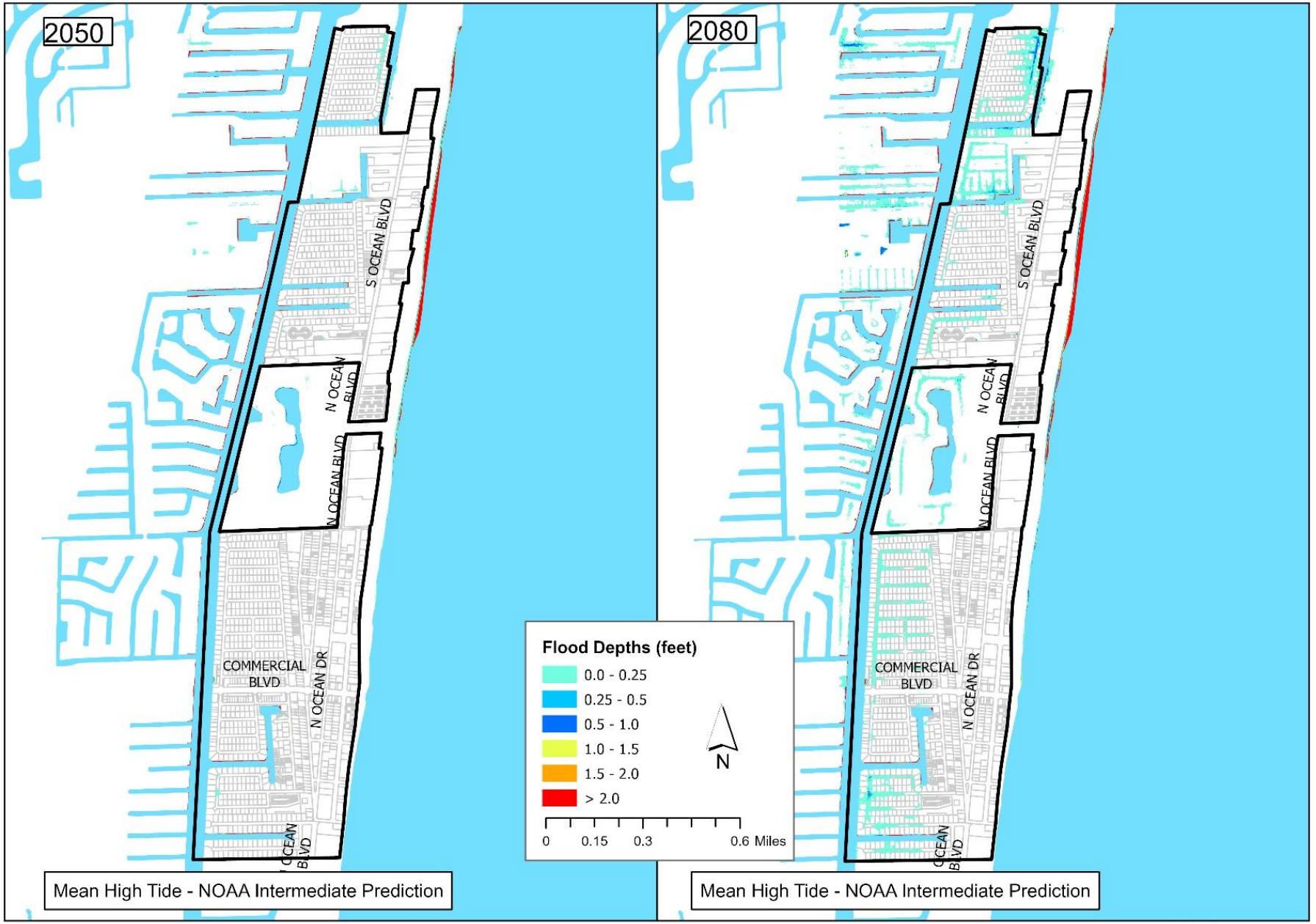
Vulnerability Scenarios

Scenario	Year	Storm	Tide	NOAA
1	2025	N/A	Mean High Tide	N/A
2	2050	N/A	Mean High Tide	Low
3	2080	N/A	Mean High Tide	Low
4	2050	N/A	Mean High Tide	Intermediate
5	2080	N/A	Mean High Tide	Intermediate
6	2025	N/A	King	N/A
7	2050	N/A	King	Low
8	2080	N/A	King	Low
9	2050	N/A	King	Intermediate
10	2080	N/A	King	Intermediate
11	2025	100-year	Mean High Tide	N/A
12	2050	100-year	Mean High Tide	Low
13	2080	100-year	Mean High Tide	Low

Scenario	Year	Storm	Tide	NOAA
14	2050	100-year	Mean High Tide	Intermediate
15	2080	100-year	Mean High Tide	Intermediate
16	2025	500-year	Mean High Tide	N/A
17	2050	500-year	Mean High Tide	Low
18	2080	500-year	Mean High Tide	Low
19	2050	500-year	Mean High Tide	Intermediate
20	2080	500-year	Mean High Tide	Intermediate
21	2025	CAT 3 Surge	Mean High Tide	N/A
22	2050	CAT 3 Surge	Mean High Tide	Low
23	2080	CAT 3 Surge	Mean High Tide	Low
24	2050	CAT 3 Surge	Mean High Tide	Intermediate
25	2080	CAT 3 Surge	Mean High Tide	Intermediate

Flooding Assessments

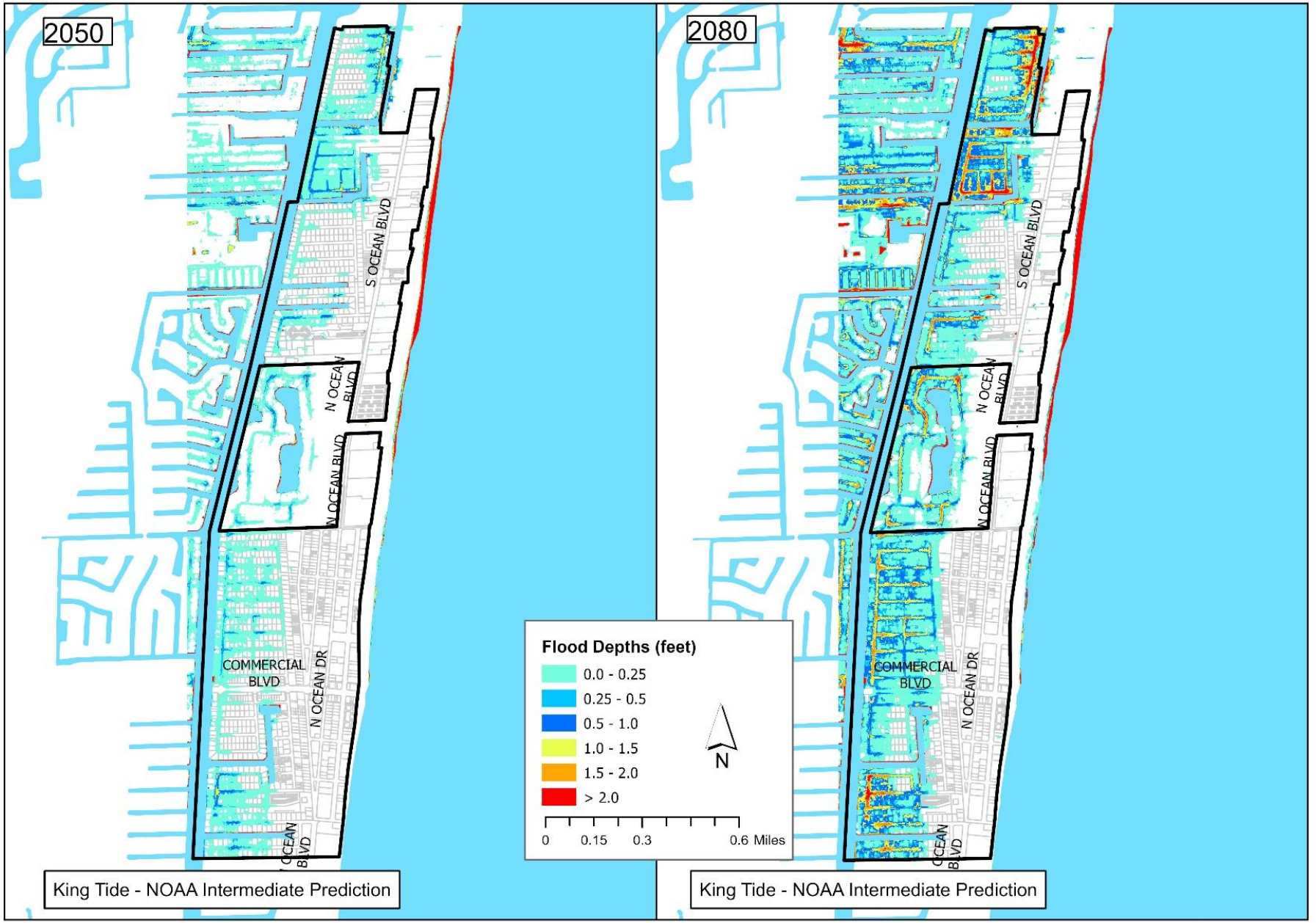
- 2050 vs. 2080
- Mean High Tide
- NOAA Intermediate Prediction



Town of Lauderdale-By-The-Sea
Sea Level Rise Vulnerability Assessment
Flood Depths

Flooding Assessments

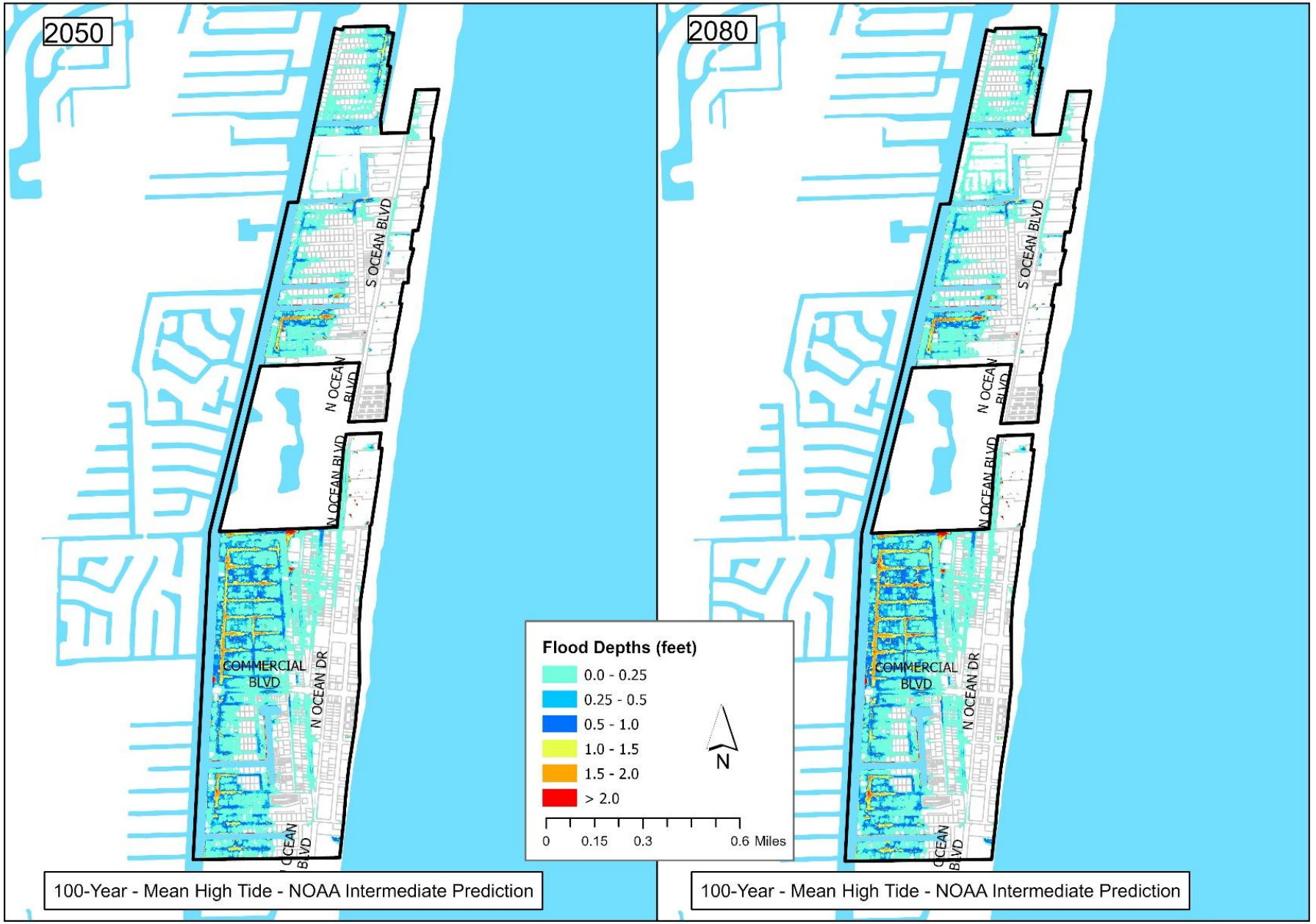
- 2050 vs. 2080
- King Tide
- NOAA Intermediate Prediction



Town of Lauderdale-By-The-Sea
Sea Level Rise Vulnerability Assessment
Flood Depths

Flooding Assessments

- 100-Year Storm
- 2050 vs. 2080
- Mean High Tide
- NOAA Intermediate Prediction

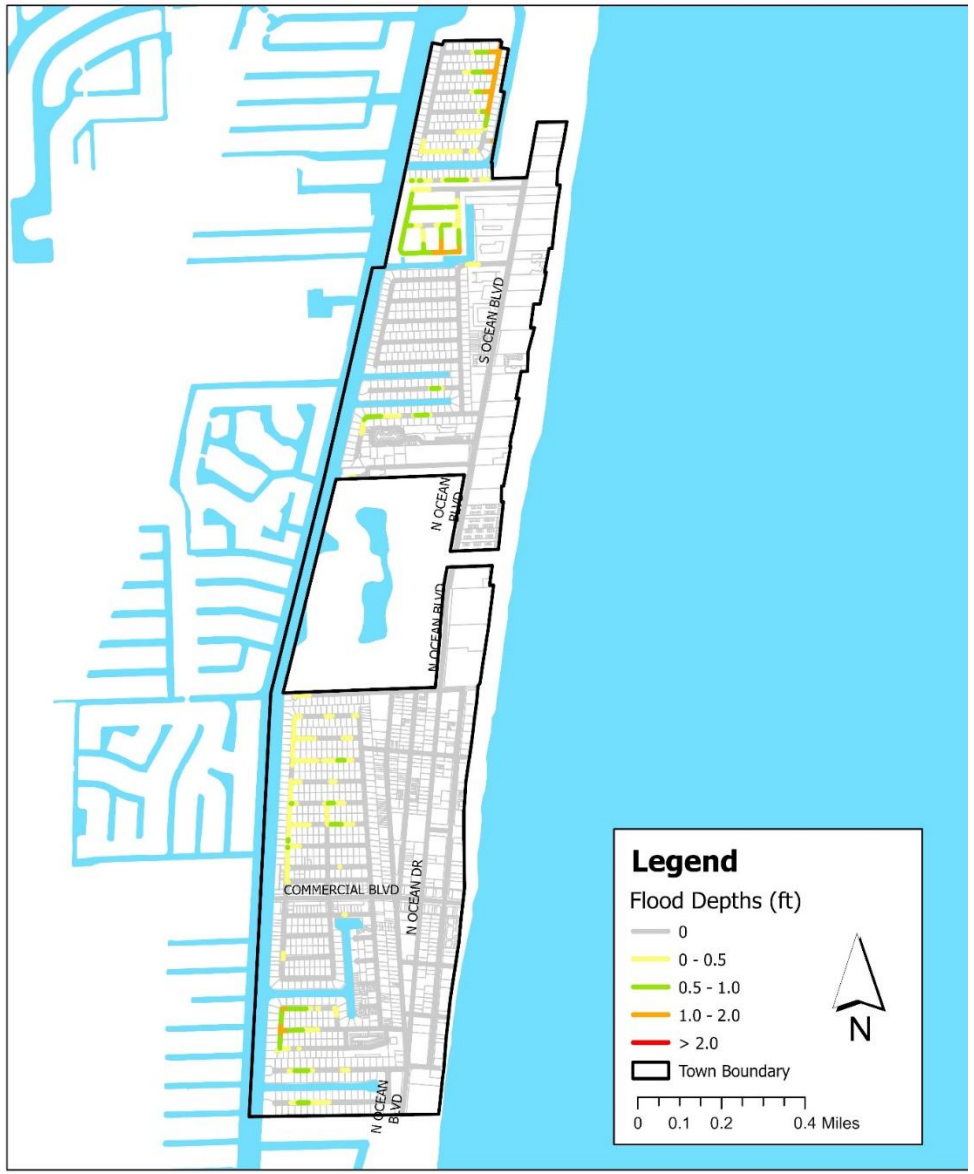


Town of Lauderdale-By-The-Sea
Sea Level Rise Vulnerability Assessment
Flood Depths

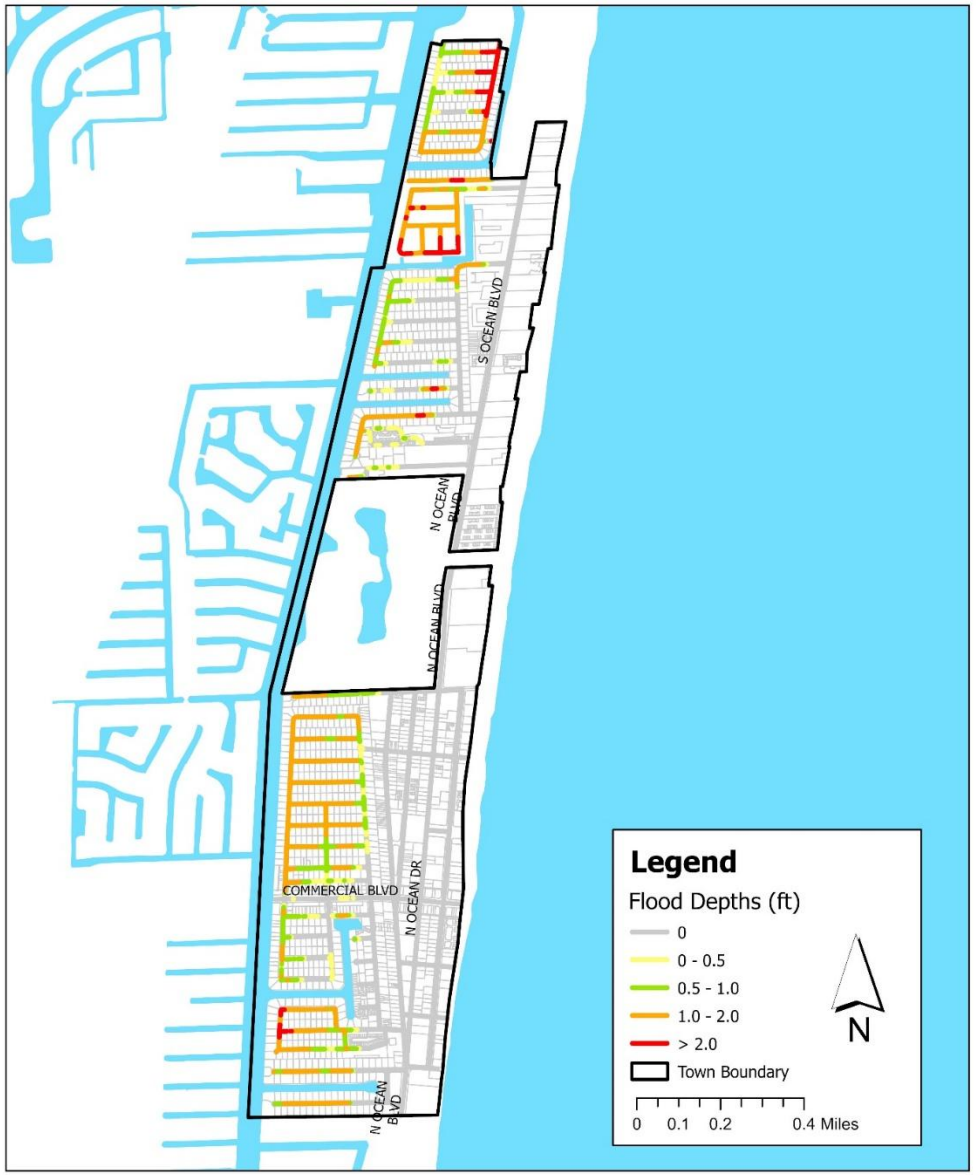
Assessment Results – Flood Depths at Lift Stations

Scenario:	S1	S2	S3	S4	S5	S6	S7	S8	S9	S10	S11	S12	S13	S14	S15	S16	S17	S18	S19	S20	S21	S22	S23	S24	S25
Year:	2025	2050	2080	2050	2080	2025	2050	2080	2050	2080	2025	2050	2080	2050	2080	2025	2050	2080	2050	2080	2025	2050	2080	2050	2080
Storm:	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	100Yr	100Yr	100Yr	100Yr	100Yr	500Yr	500Yr	500Yr	500Yr	500Yr	CAT3	CAT3	CAT3	CAT3	CAT3
Tide:	MHT	MHT	MHT	MHT	MHT	King	King	King	King	King	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT
NOAA:	NA	Low	Low	Int	Int	NA	Low	Low	Int	Int	NA	Low	Low	Int	Int	NA	Low	Low	Int	Int	NA	Low	Low	Int	Int
Lift Station 22	--	--	--	--	-0.60	-0.93	0.04	0.73	0.17	1.40	-0.01	0.03	0.07	0.03	0.07	0.12	0.16	0.20	0.16	0.20	0.22	1.19	1.88	1.32	2.55
Lift Station 24	--	--	--	--	--	--	--	--	--	-0.58	-0.70	-0.58	-0.47	-0.57	-0.44	-0.40	-0.29	-0.19	-0.28	-0.17	--	-0.79	-0.10	-0.66	0.57
Lift Station 26	--	--	--	--	--	--	-0.48	0.21	-0.35	0.88	0.25	0.39	0.50	0.40	0.54	0.54	0.65	0.74	0.65	0.76	-0.30	0.67	1.36	0.80	2.03
Lift Station 27	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lift Station l	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lift Station m	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lift Station n	--	--	--	--	--	--	--	--	--	-0.70	--	--	--	--	--	--	--	-0.98	--	-0.97	--	-0.91	-0.22	-0.78	0.45
Lift Station p	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lift Station q	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lift Station r	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Assessment Results – Flood Depth on Roadways



Town of Lauderdale-By-The-Sea
Sea Level Rise Vulnerability Assessment
Road Depths



Town of Lauderdale-By-The-Sea
Sea Level Rise Vulnerability Assessment
Road Depths

Critical Asset Sensitivity

Overall Risk Assessment	Land Area Inundated (% of census tract or neighborhood)	Critical Assets Affected (percentage of total assets or within each asset category)
None	0%	0%
Low	<25%	<25%
Medium	25 – 50%	25 – 50%
High	50 – 75%	50 – 75%
Extreme	>75%	>75%

	Percentage of Roadway Inundated Under Each Scenario																								
	Total Miles	S1	S2	S3	S4	S5	S6	S7	S8	S9	S10	S11	S12	S13	S14	S15	S16	S17	S18	S19	S20	S21	S22	S23	S24	S25
Roadways (Major)	2.577	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	1%	2%	1%	2%	2%	2%	3%	2%	3%	0%	0%	3%	0%	8%
Roadways (Minor)	16.836	0%	0%	0%	0%	3%	1%	14%	37%	19%	54%	36%	40%	42%	40%	44%	44%	47%	49%	47%	50%	21%	49%	61%	52%	67%

Critical Asset Sensitivity

Overall Risk Assessment	Land Area Inundated (% of census tract or neighborhood)	Critical Assets Affected (percentage of total assets or within each asset category)
None	0%	0%
Low	<25%	<25%
Medium	25 – 50%	25 – 50%
High	50 – 75%	50 – 75%
Extreme	>75%	>75%

Percentage of Critical Assets Inundated Under Each Scenario																									
	Total Assets	S1	S2	S3	S4	S5	S6	S7	S8	S9	S10	S11	S12	S13	S14	S15	S16	S17	S18	S19	S20	S21	S22	S23	S24	S25
TRANSPORTATION																										
Percent Affected	0	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
CRITICAL INFRASTRUCTURE																										
Lift Stations	10	0%	0%	0%	0%	10%	10%	20%	20%	20%	40%	30%	30%	30%	30%	30%	30%	30%	40%	30%	40%	20%	40%	40%	40%	40%
Sanitary System Valves	31	0%	0%	0%	0%	3%	3%	3%	3%	3%	3%	13%	13%	13%	13%	13%	16%	16%	16%	16%	16%	3%	3%	10%	3%	23%
Sanitary Fittings	45	0%	0%	2%	0%	2%	2%	7%	7%	7%	11%	9%	11%	13%	11%	13%	13%	13%	16%	13%	16%	7%	9%	11%	11%	24%
Water Fittings	612	0%	1%	6%	1%	16%	11%	28%	42%	31%	48%	52%	54%	56%	54%	58%	56%	57%	59%	57%	61%	32%	46%	50%	47%	56%
Fire Hydrants	153	1%	1%	4%	1%	14%	10%	25%	39%	27%	46%	48%	48%	50%	48%	52%	51%	52%	53%	52%	54%	27%	44%	48%	44%	52%
Water System Valves	504	0%	1%	6%	2%	15%	10%	24%	34%	25%	40%	52%	53%	54%	53%	55%	56%	58%	58%	58%	59%	26%	38%	44%	39%	50%
CRITICAL COMMUNITY AND EMERGENCY FACILITIES																										
Local and State Government Facilities	5	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Conclusion and Mitigation

- **Overall, impacts in 2050 are minimal to the Town**
  - Highest impacts on the western portion of the Town
- **Impacts are more severe in 2080**
- **Mitigation is needed prior to 2050**
  - Type of mitigation should be phased
- **Mitigation responsibility is shared between the Town, Homeowners, Businesses, and Developers**

Recommendations

- Prioritize Areas of Concern
- Work with Neighboring Communities
- Monitor State and Federal efforts
- Position the Town for Grant Assistance

Mitigation Strategies

- Pipe Improvements
- Pump Stations
- Exfiltration Trenches
- Proposed project locations can be found in the Town's 2020 Stormwater Master Plan



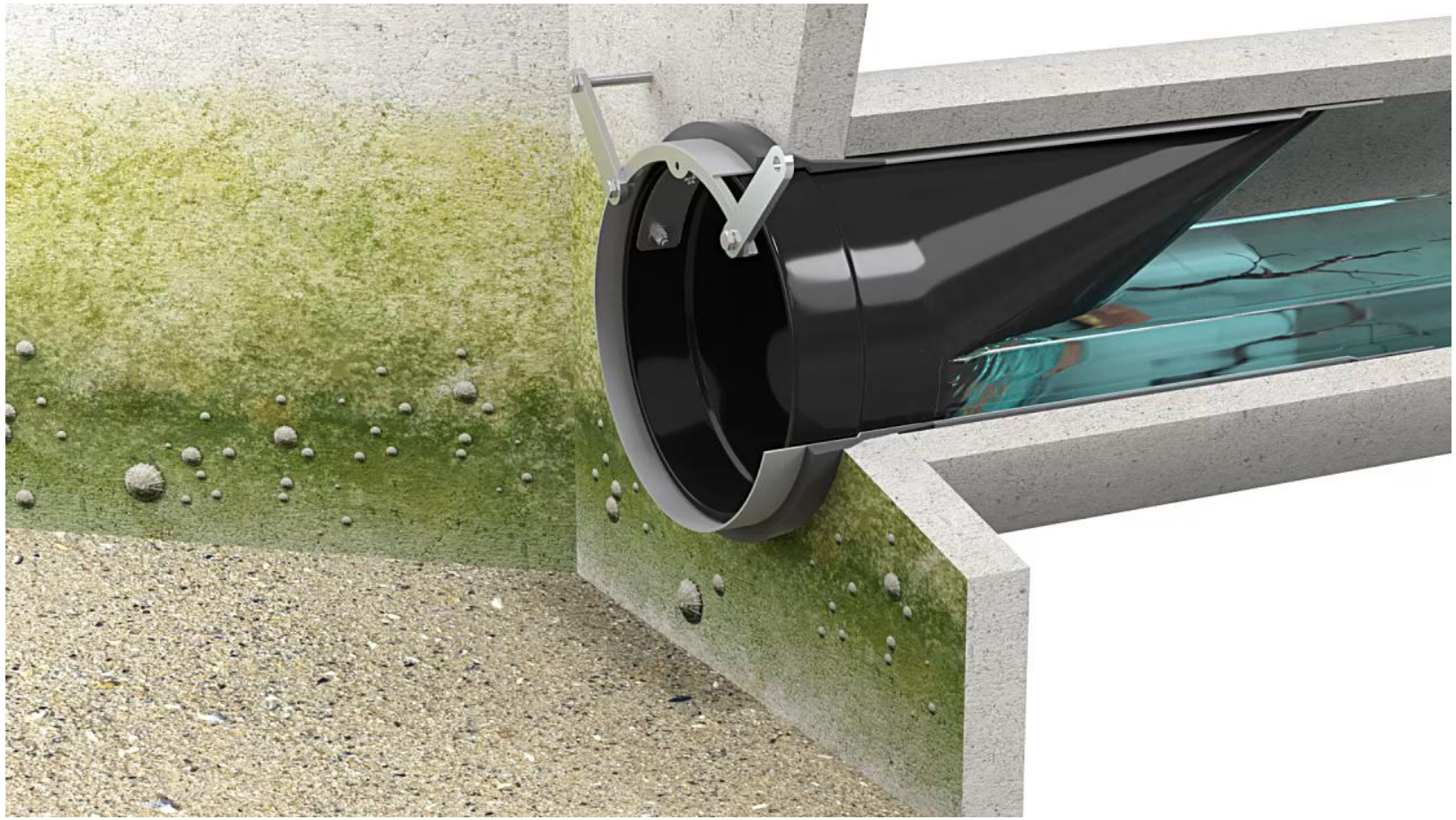
Figure 4-10: 10-Year CIP Projects – Northern Portion of Town of Lauderdale-By-The-Sea



Figure 4-11: 10-Year CIP Projects – Southern Portion of Town of Lauderdale-By-The-Sea

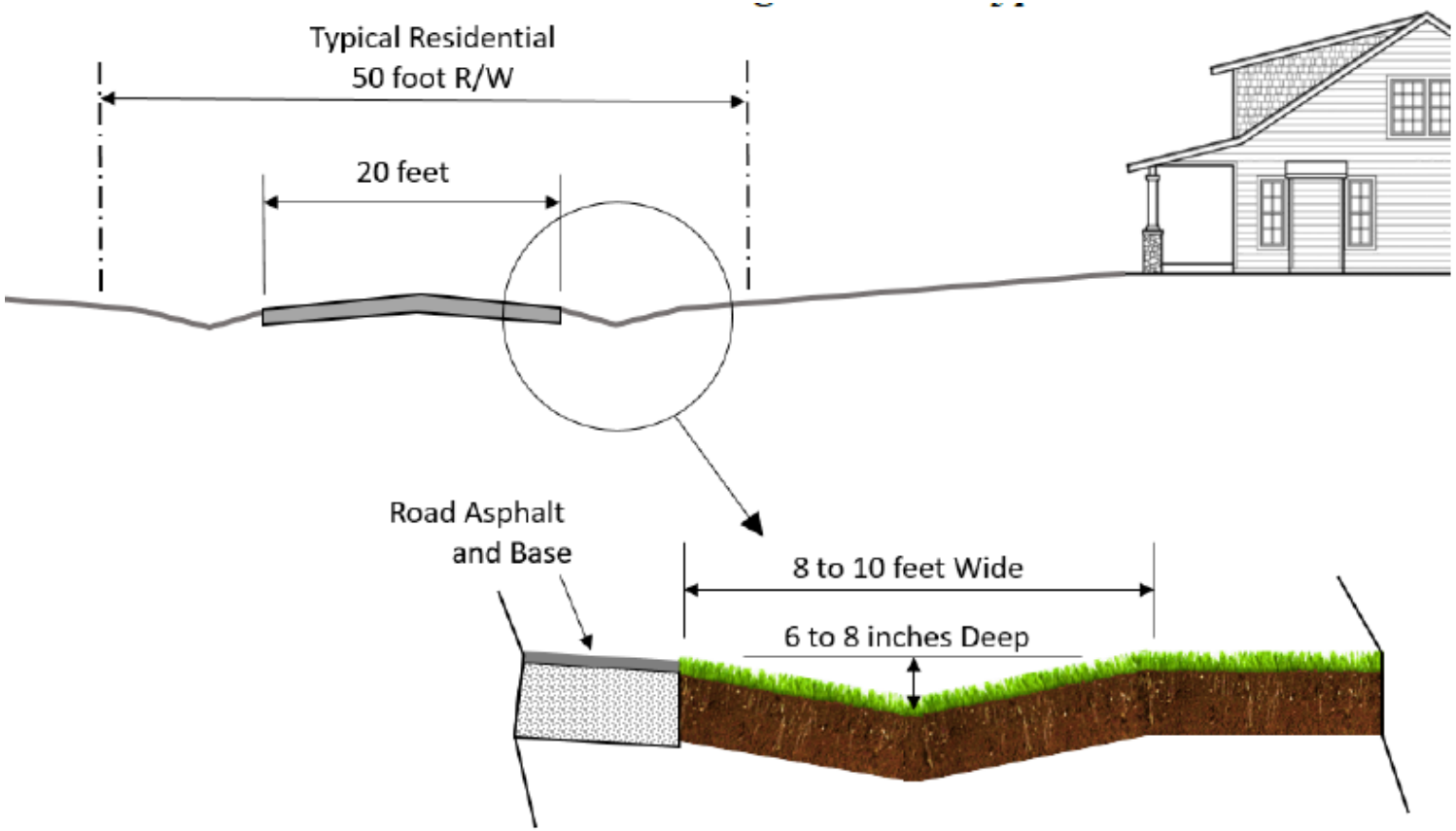
Mitigation Strategies

In-Line Check Valves



Mitigation Strategies

- **Swale Restoration**
- **Exfiltration Trenches**
- **Green Infrastructure**
  - Bioswales
  - Rock Gardens
  - Native Plantings
  - Rain Gardens
  - Living Shorelines
  - Increase Park Space



Questions and Discussion



Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Ken Rubach, Town Manager
Submitting Department: Administration
Item Type: Town Manager Report
Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation:

New Town Clerk

I'd like to officially welcome our new Town Clerk, Melissa Vasami, to our community. Melissa is a graduate of the University of Florida with a degree in Public Relations and has worked for the Village of Scarsdale, New York for the past 2 1/2 years, of which 2 years she has served as Deputy Village Clerk. In addition, she is currently pursuing her Certified Municipal Clerk designation. We look forward to Melissa serving as a key member of our Senior Management Team.

Easter Egg Hunt

The Town's annual spring celebration will take place Saturday, March 28th at Friedt Park behind the fire station. Festivities kick off at 9:00 a.m. and are set to include music, face painting, complimentary coffee, and of course, a visit from our favorite holiday bunny. The Easter Bunny will be taking photos and helping us kick off our Easter Egg Hunts, which will start for children ages 5 + under at 9:30 a.m. A hunt for children 6- 11 years old will follow. We hope everyone will come out and join us for the fun!



Friday Night Music
The last concert of our 2026 Friday Night Music series will take place downtown on Friday, March 27th. On the Roxx takes the stage at 7:00 p.m. Come join us on Commercial Boulevard as we enjoy an incredible night of great music, good company, and fun.

July 4th Bridge Update
The Town's Fourth of July celebration is held every year on the actual holiday. This year, the celebration will take place on Saturday, July 4th. Broward Sheriff's Office will be completing the necessary paperwork to request that the Commercial Bridge remains in the *down* position following the 9:00 p.m. fireworks display to assist with traffic flowing out of town.

Sea Shorts Play Festival
Don't miss your opportunity to Sea Shorts presented by the Lauderdale-By-The-Sea Seaside Players, which is nine original ten-minute plays, no reservations are needed, and the event is free to the public. Doors open thirty minutes prior to the start of the performance. The remaining performances are scheduled for Friday, March 20th at 7pm, Saturday, March 21st at 4pm, and Sunday, March 22nd at 4pm.

Taste of the Beach
What a night! The 2026 Taste of the Beach was truly one to remember as we celebrated the incredible flavors, sips, and savors that Lauderdale-By-The-Sea has to offer. Guests sampled a variety of delicious bites and treats from many of our wonderful local establishments, making it an evening full of great food, community, and celebration. A special thank you to the team at Aruba Beach Cafe for coordinating so many of the beverage partners that shared their spirits with our event. As always, we remain grateful to our partners with the Broward Sheriff's Office for ensuring a protected and safe environment for us to come together.

Upcoming Meetings
-Code Compliance Hearing — Thursday, March 26th at 5:00pm
-Planning and Zoning Meeting — Wednesday, April 1st at 6:00pm
-Commission Meeting — Tuesday, April 14th at 6:30pm

Recommendation: N/A

Exhibits: None

Agenda Item No: 8.b.

Town Commission Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Lucila Lang, Finance Director
Submitting Department: Finance
Item Type: Town Manager Report
Agenda Section:TOWN MANAGER REPORT

Subject Title: January 2026 Finance Report

Explanation: Presented is the January 2026 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of January, the Town was 33.33% through the fiscal year

Recommendation: N/A

Exhibits:
1. January 2026 Finance Report
2. January 2026 Revenue_Expenditure Report
3. January 2026 Cash Investment Report

January is the fourth month of the fiscal year 2025-2026.

The following is a summary of the operating results through 1/31/26:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	$ 21,656,208.00	$ 2,607,943.00	$ 19,048,265.00	$ 13,196,551.45	**69.28%**	$ 5,973,817.11	**31.36%**	$ 7,222,734.34
Building Fund	$ 1,940,940.00	$ 90,750.00	$ 1,850,190.00	$ 530,688.82	**28.68%**	$ 476,247.12	**25.74%**	$ 54,441.70
Sewer Fund	$ 1,803,000.00	$ -	$ 1,803,000.00	$ 285,926.84	**15.86%**	$ 273,619.21	**15.18%**	$ 12,307.63
Fire Fund	$ 2,548,000.00	$ 150,000.00	$ 2,398,000.00	$ 2,028,027.97	**84.57%**	$ 643,042.22	**26.82%**	$ 1,384,985.75
Capital Fund	$ 3,929,080.00	$ 700,000.00	$ 3,229,080.00	$ 796,770.00	**24.67%**	$ 243,148.31	**6.19%**	$ 553,621.69
Parking Fund	$ 3,613,524.00	$ -	$ 3,613,524.00	$ 1,196,938.12	**33.12%**	$ 344,010.14	**9.52%**	$ 852,927.98
Grand Total	$ 35,490,752.00	$ 3,548,693.00	$ 31,942,059.00	$ 18,034,903.20		$ 7,953,884.11		$ 10,081,019.09

General Fund

As of January 31, 2026, General Fund Revenues are trending in line with budget expectations for the first four months of the fiscal year.

Revenues

Ad Valorem Taxes have generated approximately $11.87 million, representing 83.59% of budgeted revenues, reflecting the seasonal nature of tax collections. This collection is consistent with the tax bill distribution cycle and reflects the majority of revenues being received during the early months of the fiscal year.

January REPORT INFORMATION						
Collection Rates	2021	2022	2023	2024	2025	2026
November	24.52%	22.87%	22.43%	23.56%	20.53%	19.36%
December	83.41%	85.70%	84.17%	83.76%	82.38%	78.07%
January	87.04%	89.34%	87.32%	86.22%	85.90%	83.59%
February	90.85%	92.91%	91.31%	90.48%	89.92%	
March	92.83%	94.68%	93.10%	92.82%	92.41%	
April	97.64%	98.37%	96.88%	96.91%	96.84%	
May	98.85%	99.10%	97.86%	98.17%	97.98%	
June	100.17%	99.54%	98.89%	99.20%	99.28%	
July	101.51%	101.25%	101.23%	101.56%	101.60%	

Expenditures

Overall General Fund expenditures remain within budgetary expectations throughout the first four months.

Total expenditures are approximately $5.9 million or 27.58% of the budget, which is below expectations for this period.

Below is a breakdown of attorney fees:

Services Rendered	Matter	Total
January, 2026	General Representation	$ 5,825.40
	Commission Meetings	$ 2,048.20
	Land Use	$ 798.00
	Fire	$ 6,277.60
	Police	
	Labor	$ 452.20
	Ethics	$ 611.80
	Charter Review Board	$ 4,601.80
	Code Enforcement	$ 159.60
	Total:	**$20,774.60**

At the close of January 2026, the General Fund reflects a positive operating position, with revenues exceeding expenditures year-to-date due to the front-loaded receipt of ad valorem taxes. This favorable position is typical for this time of the fiscal year and will normalize as operating and contractual expenditures continue throughout the fiscal year.

Building Fund

At the close of January 2026, the Building Fund revenues are approximately $530,688 or 28.68% of budget. Permit revenues are the primary driver of Building Fund income; these revenues are slightly below the benchmark for four months, which is due to timing of permit activity.

Expenditures are approximately $476,247 or 24.54% of budget used. This is due to the low activity in building permit fees for the first 3 months of the year and the bill for the 4th month has not been received.

Overall, the fund is performing well with revenues being stable and consistent with historical trends and expenditures remain controlled and within budget.

Sewer Fund

As of the fourth month of the fiscal year, the Sewer Fund remains in a stable financial position, with revenues and expenditures closely aligned.

Fire Fund

As of January 2026, Fire Fund revenues are performing in line with budget expectations, driven by the annual fire assessment collections. Expenditures remain withing budget. The contractual services payments under the fire services agreement represent the largest cost driver within the fund. As of the end of the month, the Fire Fund reflects a positive operation position.

Capital Improvement Project Fund

As of the end of the fourth month of the fiscal year, the CIP Fund reflects early-stage project activity, with expenditures beginning to occur while several projects remain in planning phases. This fund is supported primarily by transfers from the General Fund and is currently in a positive financial position.

The chart below shows activity for the CIP Fund:

January, 2026 REPORT INFORMATION					
CIP Projects	Budget	YTD Expenditures	January Expenditures	% Completion	Comments
El Prado Park	$ 1,300,000.00	$ 22,092.00	$ -	1.70%	
Storm Sewer Lining	$ 500,000.00	$ -	$ -	0.00%	
Beach Portal	$ 750,871.00	$ 53,610.87	$ 7,700.00	7.14%	Payment made to Hitchcock Design, Inc.
FDOT Manhole Covers-Pine to Flamingo	$ 100,000.00	$ -	$ -	0.00%	
Beach Renourishment	$ 116,667.00	$ 116,666.66	$ -	100.00%	Project complete.
West Plaza Refurbishment	$ 500,000.00	$ -	$ -	0.00%	
Street Project-Bougainvilla/Poinciana	$ 115,000.00	$ 21,055.35	$ 21,055.35	18.31%	Payment made to Baxter & Woodman, Inc.
Roadway Paving & Refurbishment	$ 400,000.00	$ -	$ -	0.00%	
Totals:	**$ 3,782,538.00**	$ 213,424.88	$ 28,755.35		

Parking Fund

Parking Fund is performing favorably through the fourth month of Fiscal Year 2026. Metered parking continues to be the primary revenue driver. Revenues are stable and consistent with seasonal activity; expenditures remain controlled and below budget. The Fund maintains a strong positive financial position.

January, 2026	
	FY2026
South Ocean	$ 25,091.66
Ocean Front Meters	$ 47,254.13
Commercial Blvd. Meters	$ 14,552.99
Parking Meters-Beach	$ 17,877.44
Palm Portal-FDG	$ 9,630.94
El Prado Parking Lot	$ 46,463.80
Town Hall Parking Lot	$ 2,383.21
El Mar Parking Lot	$ 26,539.10
A1A Parking Lot	$ 57,036.63
Bougainvilla/Poinciana	$ 29,119.03
Monthly Total:	$ 275,948.93

The top producing lots were:

1. A1A Parking Lot
2. Ocean Front Meters
3. El Prado Parking Lot
4. Bougainvilla/Poinciana

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund							
Department: 000000 - Assigned							
001-000000-380200	Appropriated Fund Balance	2,607,943.00	2,607,943.00	0.00	0.00	-2,607,943.00	0.00 %
	Department: 000000 - Assigned Total:	**2,607,943.00**	**2,607,943.00**	**0.00**	**0.00**	**-2,607,943.00**	**0.00%**
Department: 301000 - Ad Valorem Property Taxes							
001-301000-311100	Ad Valorem Property Taxes	14,205,956.00	14,205,956.00	783,774.44	11,874,517.18	-2,331,438.82	83.59 %
	Department: 301000 - Ad Valorem Property Taxes Total:	**14,205,956.00**	**14,205,956.00**	**783,774.44**	**11,874,517.18**	**-2,331,438.82**	**83.59%**
Department: 301100 - Utility Taxes							
001-301100-311101	Fpl Utility Tax	991,111.00	991,111.00	0.00	203,120.26	-787,990.74	20.49 %
001-301100-311440	Gas Utility Tax	23,500.00	23,500.00	2,058.28	4,413.04	-19,086.96	18.78 %
001-301100-314300	Water Utility Tax	207,257.00	207,257.00	23,680.23	50,564.09	-156,692.91	24.40 %
	Department: 301100 - Utility Taxes Total:	**1,221,868.00**	**1,221,868.00**	**25,738.51**	**258,097.39**	**-963,770.61**	**21.12%**
Department: 301600 - Franchise Taxes							
001-301600-313100	Fl Power & Light Franchise	750,000.00	750,000.00	64,099.91	214,038.38	-535,961.62	28.54 %
001-301600-313300	Waste Franchise Collection	169,000.00	169,000.00	0.00	26,719.23	-142,280.77	15.81 %
001-301600-313400	Gas Franchise	23,500.00	23,500.00	2,292.20	5,386.54	-18,113.46	22.92 %
001-301600-313600	Towing Franchise Fees	500.00	500.00	0.00	0.00	-500.00	0.00 %
	Department: 301600 - Franchise Taxes Total:	**943,000.00**	**943,000.00**	**66,392.11**	**246,144.15**	**-696,855.85**	**26.10%**
Department: 302000 - Licenses & Permits							
001-302000-321100	Business License Taxes	100,500.00	100,500.00	567.13	49,947.41	-50,552.59	49.70 %
001-302000-321110	Sidewalk Cafe Row	100,000.00	100,000.00	459.00	119,446.00	19,446.00	119.45 %
001-302000-322150	Miscellaneous Permits	500.00	500.00	0.00	50.00	-450.00	10.00 %
001-302000-322250	Development Services Applications	2,400.00	2,400.00	0.00	0.00	-2,400.00	0.00 %
001-302000-322400	Sign Permits	0.00	0.00	100.00	285.00	285.00	0.00 %
	Department: 302000 - Licenses & Permits Total:	**203,400.00**	**203,400.00**	**1,126.13**	**169,728.41**	**-33,671.59**	**83.45%**
Department: 303000 - Intergovernmental Revenues							
001-303000-311120	Municipal Revenue Sharing	185,000.00	185,000.00	16,267.41	68,476.97	-116,523.03	37.01 %
001-303000-311150	Alcoholic Beverage License	15,000.00	15,000.00	0.00	2,642.98	-12,357.02	17.62 %
001-303000-311180	Sales Tax	550,000.00	550,000.00	35,757.74	106,379.12	-443,620.88	19.34 %
001-303000-312410	Local Op Gas Tax 1 - 6 Cent	80,000.00	80,000.00	4,787.60	14,527.99	-65,472.01	18.16 %
001-303000-312420	Local Op Gas Tax 2 - 5 Cent	49,000.00	49,000.00	3,312.09	9,899.01	-39,100.99	20.20 %
001-303000-315100	Communication Service Tax	320,000.00	320,000.00	21,305.17	62,689.36	-257,310.64	19.59 %
001-303000-334915	Fdot-reimbursable Grant	34,384.00	34,384.00	0.00	0.00	-34,384.00	0.00 %
001-303000-334930	Emergency Supplemental Funding	0.00	0.00	6,223.25	6,223.25	6,223.25	0.00 %
001-303000-343401	Surtax Revenue	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00 %
	Department: 303000 - Intergovernmental Revenues Total:	**1,383,384.00**	**1,383,384.00**	**87,653.26**	**270,838.68**	**-1,112,545.32**	**19.58%**
Department: 304000 - Charges for Services							
001-304000-347500	Tennis - Shuffle Key	11,000.00	11,000.00	4,272.50	4,922.50	-6,077.50	44.75 %
	Department: 304000 - Charges for Services Total:	**11,000.00**	**11,000.00**	**4,272.50**	**4,922.50**	**-6,077.50**	**44.75%**
Department: 305000 - Fines & Forfeitures							
001-305000-354150	Fines,trafficviolation,citatio	30,000.00	30,000.00	3,049.70	6,007.32	-23,992.68	20.02 %
001-305000-354160	Code Enforcement Fines	50,000.00	50,000.00	600.00	1,950.00	-48,050.00	3.90 %
001-305000-359100	Other Fines & Alarms	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
	Department: 305000 - Fines & Forfeitures Total:	**81,000.00**	**81,000.00**	**3,649.70**	**7,957.32**	**-73,042.68**	**9.82%**
Department: 306000 - Miscellaneous Revenues							
001-306000-361100	Interest Earnings	500,000.00	500,000.00	76,658.33	209,679.98	-290,320.02	41.94 %
001-306000-362000	Rent/lease Royalties	136,157.00	136,157.00	11,050.00	44,187.00	-91,970.00	32.45 %
001-306000-366100	Donations	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
001-306000-366101	Special Events -Donations	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
001-306000-369100	Miscellaneous Revenues	5,000.00	5,000.00	3,338.93	11,484.66	6,484.66	229.69 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-369101	Special Events- Applications	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
001-306000-369200	Miscellaneous Applications	3,000.00	3,000.00	535.00	3,385.00	385.00	112.83 %
001-306000-369201	Miscellaneous Merchandisesales	5,000.00	5,000.00	553.19	2,199.18	-2,800.82	43.98 %
001-306000-369250	Recreational Activities Fee	19,000.00	19,000.00	4,010.00	18,210.00	-790.00	95.84 %
001-306000-369500	miscellaneous Lobbyist	500.00	500.00	150.00	200.00	-300.00	40.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		**698,657.00**	**698,657.00**	**96,295.45**	**289,345.82**	**-409,311.18**	**41.41%**
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	141,750.00	141,750.00	6,905.40	26,893.39	114,856.61	18.97 %
001-511000-500210	Employer Fica Taxes	12,000.00	12,000.00	521.66	1,830.58	10,169.42	15.25 %
001-511000-500220	Retirement	68,000.00	68,000.00	-1,475.08	15,985.71	52,014.29	23.51 %
001-511000-500230	Group Insurance	55,000.00	55,000.00	2,589.75	21,622.03	33,377.97	39.31 %
001-511000-500345	Contractual Services	17,540.00	17,540.00	1,452.73	1,941.48	15,598.52	11.07 %
001-511000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-511000-500512	Elections	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
001-511000-500525	Uniform Expense	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511000-500540	Dues & Subscriptions	3,250.00	3,250.00	0.00	2,929.68	320.32	90.14 %
001-511000-500545	Training	12,000.00	12,000.00	611.80	1,409.80	10,590.20	11.75 %
001-511000-500550	Operating Expenses	21,900.00	21,900.00	214.99	724.12	21,175.88	3.31 %
Department: 511000 - Commission Total:		**353,940.00**	**353,940.00**	**10,821.25**	**73,336.79**	**280,603.21**	**20.72%**
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	27,269.00	27,269.00	0.00	19,769.00	7,500.00	72.50 %
Department: 511100 - Donation-Non Profits Total:		**27,269.00**	**27,269.00**	**0.00**	**19,769.00**	**7,500.00**	**72.50%**
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	70,000.00	70,000.00	3,832.71	13,609.23	56,390.77	19.44 %
001-511200-500210	Employer Fica Taxes	5,355.00	5,355.00	260.43	888.47	4,466.53	16.59 %
001-511200-500220	Retirement	8,885.00	8,885.00	-25.98	1,658.44	7,226.56	18.67 %
001-511200-500230	Group Insurance	3,050.00	3,050.00	6.63	398.03	2,651.97	13.05 %
001-511200-500311	Advertisements	6,795.00	6,795.00	475.00	475.00	6,320.00	6.99 %
001-511200-500340	Sewer/wastewater	4,410.00	4,410.00	326.40	979.20	3,430.80	22.20 %
001-511200-500345	Contractual Services	3,750.00	3,750.00	0.00	431.52	3,318.48	11.51 %
001-511200-500430	Electric Service	2,415.00	2,415.00	97.23	423.33	1,991.67	17.53 %
001-511200-500431	Water Service	6,360.00	6,360.00	479.36	1,436.80	4,923.20	22.59 %
001-511200-500463	Service Maintenance Contracts	3,150.00	3,150.00	0.00	0.00	3,150.00	0.00 %
001-511200-500506	Printing & Binding	2,590.00	2,590.00	0.00	0.00	2,590.00	0.00 %
001-511200-500520	Bldg. Maintenance	4,000.00	4,000.00	381.51	1,214.78	2,785.22	30.37 %
001-511200-500550	Operating Expenses	4,500.00	4,500.00	35.15	141.46	4,358.54	3.14 %
Department: 511200 - Visitor Center Total:		**125,260.00**	**125,260.00**	**5,868.44**	**21,656.26**	**103,603.74**	**17.29%**
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	748,453.00	748,453.00	54,459.58	184,868.25	563,584.75	24.70 %
001-513000-500121	Temporary Salaries/ Interns	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
001-513000-500140	Overtime Salaries	5,775.00	5,775.00	0.00	790.13	4,984.87	13.68 %
001-513000-500210	Employer Fica Taxes	56,543.00	56,543.00	4,150.16	11,486.54	45,056.46	20.31 %
001-513000-500220	Retirement	165,555.00	165,555.00	-3,649.63	49,887.36	115,667.64	30.13 %
001-513000-500230	Group Insurance	204,000.00	204,000.00	3,399.57	39,388.72	164,611.28	19.31 %
001-513000-500315	Professional Services	43,500.00	43,500.00	0.00	3,937.50	39,562.50	9.05 %
001-513000-500320	Audit Expense	50,000.00	50,000.00	5,500.00	7,500.00	42,500.00	15.00 %
001-513000-500344	Hr Expenses	4,250.00	4,250.00	3,199.00	3,893.00	357.00	91.60 %
001-513000-500345	Contractual Services	94,970.00	94,970.00	5,429.31	19,021.26	75,948.74	20.03 %
001-513000-500463	Service Maintenance Contracts	41,000.00	41,000.00	1,245.07	3,079.66	37,920.34	7.51 %
001-513000-500506	Printing & Binding	3,200.00	3,200.00	24.05	24.05	3,175.95	0.75 %
001-513000-500508	Postage	5,000.00	5,000.00	3,044.25	5,267.14	-267.14	105.34 %
001-513000-500510	Office Supplies	13,800.00	13,800.00	264.87	626.73	13,173.27	4.54 %
001-513000-500525	Uniform Expense	1,075.00	1,075.00	0.00	71.32	1,003.68	6.63 %
001-513000-500540	Dues & Subscriptions	10,437.00	10,437.00	199.00	387.73	10,049.27	3.71 %
001-513000-500545	Training	37,050.00	37,050.00	0.00	4,816.33	32,233.67	13.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-513000-500550	Operating Expenses	26,350.00	26,350.00	4,423.07	5,804.92	20,545.08	22.03 %
Department: 513000 - Administration Total:		**1,525,958.00**	**1,525,958.00**	**81,688.30**	**340,850.64**	**1,185,107.36**	**22.34%**
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	350,560.00	350,560.00	20,003.20	56,222.17	294,337.83	16.04 %
001-514000-500314	Litigation	49,440.00	49,440.00	0.00	0.00	49,440.00	0.00 %
Department: 514000 - Town Attorney Total:		**400,000.00**	**400,000.00**	**20,003.20**	**56,222.17**	**343,777.83**	**14.06%**
Department: 519000 - General							
001-519000-500311	Advertisements	6,200.00	6,200.00	0.00	0.00	6,200.00	0.00 %
001-519000-500315	Professional Services	133,500.00	133,500.00	5,887.07	43,130.70	90,369.30	32.31 %
001-519000-500345	Contractual Services	71,350.00	71,350.00	0.00	29,587.96	41,762.04	41.47 %
001-519000-500349	Community Mobility Services	230,000.00	230,000.00	16,801.05	51,185.43	178,814.57	22.25 %
001-519000-500451	Auto, Property & Liability Ins	345,300.00	345,300.00	0.00	203,109.50	142,190.50	58.82 %
001-519000-500452	Workers Compensation Insur	101,024.00	101,024.00	0.00	26,408.00	74,616.00	26.14 %
001-519000-500463	Service Maintenance Contracts	23,100.00	23,100.00	0.00	6,420.00	16,680.00	27.79 %
001-519000-500497	Contingency	190,000.00	190,000.00	0.00	0.00	190,000.00	0.00 %
001-519000-500511	Computer Expense	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
001-519000-500550	Operating Expenses	96,300.00	96,300.00	273.54	84,382.46	11,917.54	87.62 %
001-519000-500552	Recycling And Solid Waste Exp	66,000.00	66,000.00	4,562.29	22,056.42	43,943.58	33.42 %
Department: 519000 - General Total:		**1,277,774.00**	**1,277,774.00**	**27,523.95**	**466,280.47**	**811,493.53**	**36.49%**
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	110,000.00	110,000.00	5,965.28	21,469.60	88,530.40	19.52 %
001-519100-500210	Employer Fica Taxes	8,415.00	8,415.00	456.66	1,397.02	7,017.98	16.60 %
001-519100-500220	Retirement	21,872.00	21,872.00	-319.60	3,385.86	18,486.14	15.48 %
001-519100-500230	Group Insurance	22,400.00	22,400.00	1,277.40	7,944.34	14,455.66	35.47 %
001-519100-500311	Advertisements	13,000.00	13,000.00	0.00	2,844.95	10,155.05	21.88 %
001-519100-500315	Professional Services	166,000.00	166,000.00	216.49	26,858.10	139,141.90	16.18 %
001-519100-500345	Contractual Services	6,750.00	6,750.00	0.00	1,583.64	5,166.36	23.46 %
001-519100-500347	Programs	13,300.00	13,300.00	0.00	534.21	12,765.79	4.02 %
001-519100-500495	Special Events	203,000.00	203,000.00	14,411.25	46,471.58	156,528.42	22.89 %
001-519100-500506	Printing & Binding	70,000.00	70,000.00	3,413.79	15,484.11	54,515.89	22.12 %
001-519100-500540	Dues & Subscriptions	1,650.00	1,650.00	0.00	0.00	1,650.00	0.00 %
001-519100-500545	Training	4,000.00	4,000.00	0.00	645.00	3,355.00	16.13 %
001-519100-500550	Operating Expenses	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 519100 - Tourism and Community Outreach Total:		**642,387.00**	**642,387.00**	**25,421.27**	**128,618.41**	**513,768.59**	**20.02%**
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	100,000.00	100,000.00	3,513.69	4,169.31	95,830.69	4.17 %
001-521000-500345	Contractual Services	7,159,374.00	7,159,374.00	0.00	2,369,846.24	4,789,527.76	33.10 %
001-521000-500352	Contract Services	5,800.00	5,800.00	4,996.19	4,996.19	803.81	86.14 %
001-521000-500640	Capital Outlay - Equipt & Mach	13,100.00	13,100.00	653.25	6,603.25	6,496.75	50.41 %
Department: 521000 - Police Department Total:		**7,278,274.00**	**7,278,274.00**	**9,163.13**	**2,385,614.99**	**4,892,659.01**	**32.78%**
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	1,440,000.00	1,440,000.00	137,281.25	395,917.58	1,044,082.42	27.49 %
Department: 523000 - Emergency Medical Services Total:		**1,440,000.00**	**1,440,000.00**	**137,281.25**	**395,917.58**	**1,044,082.42**	**27.49%**
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	465,000.00	465,000.00	47,376.07	139,238.91	325,761.09	29.94 %
001-524000-500121	Temporary Salaries/ Interns	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
001-524000-500140	Overtime Salaries	4,500.00	4,500.00	179.93	1,724.53	2,775.47	38.32 %
001-524000-500210	Employer Fica Taxes	35,917.00	35,917.00	3,590.11	8,830.76	27,086.24	24.59 %
001-524000-500220	Retirement	94,321.00	94,321.00	-3,439.24	28,593.63	65,727.37	30.32 %
001-524000-500230	Group Insurance	120,000.00	120,000.00	7,587.49	41,830.13	78,169.87	34.86 %
001-524000-500315	Professional Services	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
001-524000-500345	Contractual Services	329,000.00	329,000.00	8,570.97	19,180.87	309,819.13	5.83 %
001-524000-500463	Service Maintenance Contracts	5,200.00	5,200.00	0.00	0.00	5,200.00	0.00 %
001-524000-500506	Printing & Binding	3,000.00	3,000.00	0.00	1,199.53	1,800.47	39.98 %
001-524000-500508	Postage	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-524000-500510	Office Supplies	3,500.00	3,500.00	278.36	521.85	2,978.15	14.91 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500525	Uniform Expense	1,740.00	1,740.00	0.00	0.00	1,740.00	0.00 %
001-524000-500540	Dues & Subscriptions	4,000.00	4,000.00	70.00	800.04	3,199.96	20.00 %
001-524000-500545	Training	12,000.00	12,000.00	0.00	1,820.51	10,179.49	15.17 %
001-524000-500550	Operating Expenses	13,000.00	13,000.00	92.33	947.58	12,052.42	7.29 %
Department: 524000 - Development Services Total:		**1,163,178.00**	**1,163,178.00**	**64,306.02**	**244,688.34**	**918,489.66**	**21.04%**
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	1,181,125.00	1,181,125.00	62,582.31	233,946.76	947,178.24	19.81 %
001-541100-500140	Overtime Salaries	75,075.00	75,075.00	5,212.74	19,285.14	55,789.86	25.69 %
001-541100-500210	Employer Fica Taxes	96,099.00	96,099.00	5,222.77	15,696.95	80,402.05	16.33 %
001-541100-500220	Retirement	171,307.00	171,307.00	-7,075.13	49,899.53	121,407.47	29.13 %
001-541100-500230	Group Insurance	367,000.00	367,000.00	22,756.43	135,791.59	231,208.41	37.00 %
001-541100-500315	Professional Services	65,000.00	65,000.00	126.24	363.24	64,636.76	0.56 %
001-541100-500340	Sewer/wastewater	18,000.00	18,000.00	1,331.09	4,284.99	13,715.01	23.81 %
001-541100-500345	Contractual Services	655,281.00	655,281.00	60,584.38	174,282.67	480,998.33	26.60 %
001-541100-500410	Communications	77,000.00	77,000.00	6,270.73	29,387.44	47,612.56	38.17 %
001-541100-500430	Electric Service	62,000.00	62,000.00	4,618.87	18,602.12	43,397.88	30.00 %
001-541100-500431	Water Service	260,000.00	260,000.00	26,252.16	77,139.59	182,860.41	29.67 %
001-541100-500433	Electic Service-streets	72,500.00	72,500.00	5,788.73	22,946.85	49,553.15	31.65 %
001-541100-500445	Equip Rent/lease	40,000.00	40,000.00	483.75	2,482.50	37,517.50	6.21 %
001-541100-500460	Equipment Maintenance	55,000.00	55,000.00	5,822.52	25,755.99	29,244.01	46.83 %
001-541100-500461	Vehicle Maintenance	27,500.00	27,500.00	8,356.76	17,049.42	10,450.58	62.00 %
001-541100-500462	Fuel	45,000.00	45,000.00	829.88	5,573.56	39,426.44	12.39 %
001-541100-500463	Service Maintenance Contracts	35,000.00	35,000.00	8,127.36	19,189.55	15,810.45	54.83 %
001-541100-500469	Buoy Maintenance	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	90,000.00	90,000.00	0.00	0.00	90,000.00	0.00 %
001-541100-500508	Postage	350.00	350.00	0.00	0.00	350.00	0.00 %
001-541100-500510	Office Supplies	750.00	750.00	0.00	0.00	750.00	0.00 %
001-541100-500520	Bldg. Maintenance	130,000.00	130,000.00	5,447.85	22,429.11	107,570.89	17.25 %
001-541100-500525	Uniform Expense	17,500.00	17,500.00	3,040.87	11,508.82	5,991.18	65.76 %
001-541100-500529	Street Light Maintenance	65,000.00	65,000.00	8,619.34	20,891.88	44,108.12	32.14 %
001-541100-500530	Street Maint Repair Supply	82,500.00	82,500.00	11,176.25	16,818.89	65,681.11	20.39 %
001-541100-500531	Grounds Maint/landscaping	55,000.00	55,000.00	2,083.21	9,527.90	45,472.10	17.32 %
001-541100-500532	Signs	17,000.00	17,000.00	8,465.20	8,513.20	8,486.80	50.08 %
001-541100-500534	Sidewalk Maint Repair	7,500.00	7,500.00	2,500.00	2,500.00	5,000.00	33.33 %
001-541100-500535	Flags	3,250.00	3,250.00	0.00	0.00	3,250.00	0.00 %
001-541100-500536	Sea Oats	10,000.00	10,000.00	0.00	2,500.00	7,500.00	25.00 %
001-541100-500540	Dues & Subscriptions	5,500.00	5,500.00	0.00	4,169.18	1,330.82	75.80 %
001-541100-500545	Training	8,000.00	8,000.00	1,324.00	2,635.00	5,365.00	32.94 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500550	Operating Expenses	150,000.00	150,000.00	20,980.65	45,003.05	104,996.95	30.00 %
001-541100-500624	Capital Outlay-bldg. Improvemt	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
001-541100-500640	Capital Outlay - Equipt & Mach	45,000.00	45,000.00	2,292.50	4,585.00	40,415.00	10.19 %
001-541100-500644	Capital Outlay-vehicles	53,303.00	53,303.00	0.00	4,813.33	48,489.67	9.03 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		**4,121,540.00**	**4,121,540.00**	**283,221.46**	**1,007,573.25**	**3,113,966.75**	**24.45%**
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	117,548.00	117,548.00	7,962.34	35,054.16	82,493.84	29.82 %
001-572000-500463	Service Maintenance Contracts	2,500.00	2,500.00	17.71	17.71	2,482.29	0.71 %
001-572000-500510	Office Supplies	1,500.00	1,500.00	154.32	447.34	1,052.66	29.82 %
Department: 572000 - Recreation Total:		**121,548.00**	**121,548.00**	**8,134.37**	**35,519.21**	**86,028.79**	**29.22%**
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	300,000.00	300,000.00	75,000.00	75,000.00	-225,000.00	25.00 %
001-581100-500910	Transfer To Cip Fund	3,179,080.00	3,179,080.00	797,770.00	797,770.00	2,381,310.00	25.09 %
Department: 581100 - Interfund Transfers Surplus (Deficit):		**-2,879,080.00**	**-2,879,080.00**	**-722,770.00**	**-722,770.00**	**2,156,310.00**	**25.10%**
Fund: 001 - General Fund Surplus (Deficit):		**0.00**	**0.00**	**-327,300.54**	**7,222,734.34**	**7,222,734.34**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 102 - Building Fund							
Department: 000000 - Assigned							
102-000000-380200	Appropriated Fund Balance	90,750.00	90,750.00	0.00	0.00	-90,750.00	0.00 %
	Department: 000000 - Assigned Total:	**90,750.00**	**90,750.00**	**0.00**	**0.00**	**-90,750.00**	**0.00%**
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	1,800,190.00	1,800,190.00	123,621.18	508,310.61	-1,291,879.39	28.24 %
102-302100-322105	Fire Plan Review Fees	50,000.00	50,000.00	0.00	22,315.96	-27,684.04	44.63 %
102-302100-322106	Building Recording Fee	0.00	0.00	0.00	62.25	62.25	0.00 %
	Department: 302100 - Building Permit and Inpection Total:	**1,850,190.00**	**1,850,190.00**	**123,621.18**	**530,688.82**	**-1,319,501.18**	**28.68%**
Department: 524100 - Building							
102-524100-500120	Regular Salaries	300,433.00	300,433.00	13,506.40	50,543.65	249,889.35	16.82 %
102-524100-500121	Temporary Salaries/ Interns	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
102-524100-500140	Overtime Salaries	10,500.00	10,500.00	0.00	0.00	10,500.00	0.00 %
102-524100-500210	Employer Fica Taxes	24,398.00	24,398.00	1,006.61	4,164.67	20,233.33	17.07 %
102-524100-500220	Retirement	64,579.00	64,579.00	3,322.59	13,574.18	51,004.82	21.02 %
102-524100-500230	Group Insurance	77,000.00	77,000.00	4,137.29	28,451.85	48,548.15	36.95 %
102-524100-500315	Professional Services	175,000.00	175,000.00	4,822.00	17,784.69	157,215.31	10.16 %
102-524100-500345	Contractual Services	64,158.00	64,158.00	26,746.84	34,030.71	30,127.29	53.04 %
102-524100-500402	Building Permit Services	900,000.00	900,000.00	0.00	249,881.37	650,118.63	27.76 %
102-524100-500463	Service Maintenance Contracts	3,552.00	3,552.00	328.08	2,816.00	736.00	79.28 %
102-524100-500525	Uniform Expense	4,060.00	4,060.00	0.00	0.00	4,060.00	0.00 %
102-524100-500540	Dues & Subscriptions	1,960.00	1,960.00	0.00	0.00	1,960.00	0.00 %
102-524100-500545	Training	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
102-524100-500550	Operating Expenses	4,300.00	4,300.00	0.00	0.00	4,300.00	0.00 %
102-524100-581001	Transfer To GF-OH Costs	300,000.00	300,000.00	75,000.00	75,000.00	225,000.00	25.00 %
	Department: 524100 - Building Total:	**1,940,940.00**	**1,940,940.00**	**128,869.81**	**476,247.12**	**1,464,692.88**	**24.54%**
	Fund: 102 - Building Fund Surplus (Deficit):	**0.00**	**0.00**	**-5,248.63**	**54,441.70**	**54,441.70**	**0.00%**
Fund: 103 - Sewer Fund							
Department: 304000 - Charges for Services							
103-304000-343500	Sewer Fees	1,803,000.00	1,803,000.00	161,165.80	285,926.84	-1,517,073.16	15.86 %
	Department: 304000 - Charges for Services Total:	**1,803,000.00**	**1,803,000.00**	**161,165.80**	**285,926.84**	**-1,517,073.16**	**15.86%**
Department: 535000 - Sanitary Sewers							
103-535000-500120	Regular Salaries	76,408.00	76,408.00	1,828.90	6,984.04	69,423.96	9.14 %
103-535000-500140	Overtime Salaries	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
103-535000-500210	Employer Fica Taxes	6,304.00	6,304.00	139.91	534.28	5,769.72	8.48 %
103-535000-500220	Retirement	16,393.00	16,393.00	266.09	2,602.61	13,790.39	15.88 %
103-535000-500230	Group Insurance	28,000.00	28,000.00	415.98	1,896.97	26,103.03	6.77 %
103-535000-500340	Sewer/wastewater	1,200,000.00	1,200,000.00	0.00	250,702.61	949,297.39	20.89 %
103-535000-500345	Contractual Services	55,000.00	55,000.00	2,284.88	3,448.12	51,551.88	6.27 %
103-535000-500430	Electric Service	33,000.00	33,000.00	2,486.66	7,320.79	25,679.21	22.18 %
103-535000-500431	Water Service	800.00	800.00	48.98	129.79	670.21	16.22 %
103-535000-500459	Sewer Line Maintenance	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
103-535000-500465	Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506	Printing & Binding	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
103-535000-500550	Operating Expenses	1,750.00	1,750.00	0.00	0.00	1,750.00	0.00 %
103-535000-500630	Cap Outlay Imp Other Than Bldg	75,345.00	75,345.00	0.00	0.00	75,345.00	0.00 %
	Department: 535000 - Sanitary Sewers Total:	**1,803,000.00**	**1,803,000.00**	**7,471.40**	**273,619.21**	**1,529,380.79**	**15.18%**
	Fund: 103 - Sewer Fund Surplus (Deficit):	**0.00**	**0.00**	**153,694.40**	**12,307.63**	**12,307.63**	**0.00%**
Fund: 115 - Fire Fund							
Department: 000000 - Assigned							
115-000000-380203	Appropriation From Fire Fund	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00 %
	Department: 000000 - Assigned Total:	**150,000.00**	**150,000.00**	**0.00**	**0.00**	**-150,000.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 301050 - Fire Assessment							
115-301050-311200	Property Tax-fire Assessment	2,324,410.00	2,324,410.00	137,591.01	1,942,400.05	-382,009.95	83.57 %
Department: 301050 - Fire Assessment Total:		**2,324,410.00**	**2,324,410.00**	**137,591.01**	**1,942,400.05**	**-382,009.95**	**83.57%**
Department: 304000 - Charges for Services							
115-304000-342210	Fire Inspection Fees	73,590.00	73,590.00	772.00	60,627.92	-12,962.08	82.39 %
Department: 304000 - Charges for Services Total:		**73,590.00**	**73,590.00**	**772.00**	**60,627.92**	**-12,962.08**	**82.39%**
Department: 306000 - Miscellaneous Revenues							
115-306000-369100	Miscellaneous Revenues	0.00	0.00	0.00	25,000.00	25,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		**0.00**	**0.00**	**0.00**	**25,000.00**	**25,000.00**	**0.00%**
Department: 522000 - Fire Department							
115-522000-500315	Professional Services	234,000.00	234,000.00	0.00	49,165.55	184,834.45	21.01 %
115-522000-500345	Contractual Services	2,160,000.00	2,160,000.00	205,921.88	593,876.67	1,566,123.33	27.49 %
115-522000-500520	Bldg. Maintenance	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
115-522000-500624	Capital Outlay-bldg. Improvemt	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00 %
Department: 522000 - Fire Department Total:		**2,548,000.00**	**2,548,000.00**	**205,921.88**	**643,042.22**	**1,904,957.78**	**25.24%**
Fund: 115 - Fire Fund Surplus (Deficit):		**0.00**	**0.00**	**-67,558.87**	**1,384,985.75**	**1,384,985.75**	**0.00%**
Fund: 300 - Capital Project Fund							
Department: 000000 - Assigned							
300-000000-380200	Appropriated Fund Balance	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000000 - Assigned Total:		**700,000.00**	**700,000.00**	**0.00**	**0.00**	**-700,000.00**	**0.00%**
Department: 303000 - Intergovernmental Revenues							
300-303000-334920	Beach Portal-Funding	50,000.00	50,000.00	0.00	-1,000.00	-51,000.00	2.00 %
Department: 303000 - Intergovernmental Revenues Total:		**50,000.00**	**50,000.00**	**0.00**	**-1,000.00**	**-51,000.00**	**2.00%**
Department: 519000 - General							
300-519000-500120	Regular Salaries	90,990.00	90,990.00	5,270.29	18,704.68	72,285.32	20.56 %
300-519000-500210	Employer Fica Taxes	6,961.00	6,961.00	403.17	1,430.90	5,530.10	20.56 %
300-519000-500220	Retirement	27,339.00	27,339.00	1,417.53	5,484.58	21,854.42	20.06 %
300-519000-500230	Group Insurance	21,252.00	21,252.00	832.48	4,103.27	17,148.73	19.31 %
Department: 519000 - General Total:		**146,542.00**	**146,542.00**	**7,923.47**	**29,723.43**	**116,818.57**	**20.28%**
Department: 545170 - El Prado Park							
300-545170-500630	Cap Outlay Imp Other Than Bldg	1,300,000.00	1,300,000.00	0.00	22,092.00	1,277,908.00	1.70 %
Department: 545170 - El Prado Park Total:		**1,300,000.00**	**1,300,000.00**	**0.00**	**22,092.00**	**1,277,908.00**	**1.70%**
Department: 559011 - Storm Sewer Lining							
300-559011-500630	Cap Outlay Imp other than bldg	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
Department: 559011 - Storm Sewer Lining Total:		**500,000.00**	**500,000.00**	**0.00**	**0.00**	**500,000.00**	**0.00%**
Department: 572102 - Beach Portal							
300-572102-500629	Capital Outlay - Design/permit	50,000.00	50,000.00	7,700.00	53,610.87	-3,610.87	107.22 %
300-572102-500630	Cap Outlay Imp Other Than Bldg	700,871.00	700,871.00	0.00	0.00	700,871.00	0.00 %
Department: 572102 - Beach Portal Total:		**750,871.00**	**750,871.00**	**7,700.00**	**53,610.87**	**697,260.13**	**7.14%**
Department: 572109 - FDOT Manhole Covers-Pine -Flamingo							
300-572109-500630	Cap Outlay Imp other than bldg	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
Department: 572109 - FDOT Manhole Covers-Pine -Flamingo Total:		**100,000.00**	**100,000.00**	**0.00**	**0.00**	**100,000.00**	**0.00%**
Department: 572200 - Beach Renourishment							
300-572200-500630	Cap Outlay Imp Other Than Bldg	116,667.00	116,667.00	0.00	116,666.66	0.34	100.00 %
Department: 572200 - Beach Renourishment Total:		**116,667.00**	**116,667.00**	**0.00**	**116,666.66**	**0.34**	**100.00%**
Department: 572202 - West Plaza Refurbishment							
300-572202-500630	Cap Outlay Imp other than bldg	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
Department: 572202 - West Plaza Refurbishment Total:		**500,000.00**	**500,000.00**	**0.00**	**0.00**	**500,000.00**	**0.00%**
Department: 576136 - Street Proj.Bougain.Poinciana							
300-576136-500629	Capital Outlay - Design/permit	115,000.00	115,000.00	21,055.35	21,055.35	93,944.65	18.31 %
Department: 576136 - Street Proj.Bougain.Poinciana Total:		**115,000.00**	**115,000.00**	**21,055.35**	**21,055.35**	**93,944.65**	**18.31%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 576138 - Roadway Paving & Refurbishment							
300-576138-500630	Cap Outlay Imp Other Than Bldg	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
Department: 576138 - Roadway Paving & Refurbishment Total:		**400,000.00**	**400,000.00**	**0.00**	**0.00**	**400,000.00**	**0.00%**
Department: 581100 - Interfund Transfers							
300-581100-381105	Transfer From General Fund	3,179,080.00	3,179,080.00	797,770.00	797,770.00	-2,381,310.00	25.09 %
Department: 581100 - Interfund Transfers Total:		**3,179,080.00**	**3,179,080.00**	**797,770.00**	**797,770.00**	**-2,381,310.00**	**25.09%**
Fund: 300 - Capital Project Fund Surplus (Deficit):		**0.00**	**0.00**	**761,091.18**	**553,621.69**	**553,621.69**	**0.00%**
Fund: 310 - Parking Fund							
Department: 302000 - Licenses & Permits							
310-302000-313101	Pilop Fee	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Department: 302000 - Licenses & Permits Total:		**50,000.00**	**50,000.00**	**0.00**	**0.00**	**-50,000.00**	**0.00%**
Department: 304000 - Charges for Services							
310-304000-344500	Parking Permits	160,000.00	160,000.00	8,715.32	66,763.64	-93,236.36	41.73 %
310-304000-344520	Parking Agreements	94,024.00	94,024.00	0.00	94,024.00	0.00	100.00 %
310-304000-344551	South Ocean	250,000.00	250,000.00	25,091.66	71,301.46	-178,698.54	28.52 %
310-304000-344552	Ocean Front Meters	450,000.00	450,000.00	47,254.13	156,626.69	-293,373.31	34.81 %
310-304000-344553	Commmercial Blvd. Meters	100,000.00	100,000.00	14,552.99	51,389.42	-48,610.58	51.39 %
310-304000-344554	Parking Meters - Beach	200,000.00	200,000.00	17,877.44	56,550.85	-143,449.15	28.28 %
310-304000-344555	Palm Portal- Fdg	130,000.00	130,000.00	9,630.94	32,953.52	-97,046.48	25.35 %
310-304000-344556	El Prado Parking Lot	654,000.00	654,000.00	46,463.80	145,995.04	-508,004.96	22.32 %
310-304000-344558	Town Hall Parking Lot	30,000.00	30,000.00	2,383.21	6,042.35	-23,957.65	20.14 %
310-304000-344559	El Mar Parking Lot	295,500.00	295,500.00	26,539.10	88,457.22	-207,042.78	29.93 %
310-304000-344560	A1A Parking Lot	700,000.00	700,000.00	57,036.63	171,878.54	-528,121.46	24.55 %
310-304000-344563	Bougainvilla/ Poinciana	210,000.00	210,000.00	29,119.03	86,998.82	-123,001.18	41.43 %
Department: 304000 - Charges for Services Total:		**3,273,524.00**	**3,273,524.00**	**284,664.25**	**1,028,981.55**	**-2,244,542.45**	**31.43%**
Department: 305000 - Fines & Forfeitures							
310-305000-354100	Parking Fines	140,000.00	140,000.00	24,486.28	106,703.11	-33,296.89	76.22 %
Department: 305000 - Fines & Forfeitures Total:		**140,000.00**	**140,000.00**	**24,486.28**	**106,703.11**	**-33,296.89**	**76.22%**
Department: 306000 - Miscellaneous Revenues							
310-306000-361100	Interest Earnings	0.00	0.00	4,962.85	9,548.92	9,548.92	0.00 %
310-306000-362001	Bougainvilla Rent	150,000.00	150,000.00	11,496.01	51,704.54	-98,295.46	34.47 %
Department: 306000 - Miscellaneous Revenues Total:		**150,000.00**	**150,000.00**	**16,458.86**	**61,253.46**	**-88,746.54**	**40.84%**
Department: 545000 - Parking Operations							
310-545000-500120	Regular Salaries	286,028.00	286,028.00	10,786.18	43,045.77	242,982.23	15.05 %
310-545000-500140	Overtime Salaries	5,000.00	5,000.00	0.00	1,028.04	3,971.96	20.56 %
310-545000-500210	Employer Fica Taxes	22,264.00	22,264.00	602.97	2,215.46	20,048.54	9.95 %
310-545000-500220	Retirement	56,485.00	56,485.00	345.66	10,418.78	46,066.22	18.45 %
310-545000-500230	Group Insurance	85,000.00	85,000.00	2,577.26	18,137.47	66,862.53	21.34 %
310-545000-500345	Contractual Services	542,500.00	542,500.00	78,179.82	194,662.89	347,837.11	35.88 %
310-545000-500353	Parking Alternatives	85,000.00	85,000.00	3,908.21	8,851.93	76,148.07	10.41 %
310-545000-500410	Communications	3,000.00	3,000.00	237.47	583.52	2,416.48	19.45 %
310-545000-500430	Electric Service	10,750.00	10,750.00	892.36	3,156.98	7,593.02	29.37 %
310-545000-500431	Water Service	28,000.00	28,000.00	1,822.21	5,250.58	22,749.42	18.75 %
310-545000-500445	Equip Rent/lease	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500461	Vehicle Maintenance	14,000.00	14,000.00	3,550.00	3,550.00	10,450.00	25.36 %
310-545000-500462	Fuel	15,000.00	15,000.00	0.00	1,148.01	13,851.99	7.65 %
310-545000-500463	Service Maintenance Contracts	64,000.00	64,000.00	3,617.76	34,046.76	29,953.24	53.20 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	7,500.00	7,500.00	0.00	243.00	7,257.00	3.24 %
310-545000-500508	Postage	1,000.00	1,000.00	43.25	83.56	916.44	8.36 %
310-545000-500510	Office Supplies	750.00	750.00	0.00	0.00	750.00	0.00 %
310-545000-500525	Uniform Expense	4,750.00	4,750.00	0.00	0.00	4,750.00	0.00 %
310-545000-500532	Signs	13,000.00	13,000.00	0.00	712.12	12,287.88	5.48 %
310-545000-500533	Parking Meter Parts-supplies	22,000.00	22,000.00	0.00	271.80	21,728.20	1.24 %
310-545000-500545	Training	2,351.00	2,351.00	0.00	0.00	2,351.00	0.00 %
310-545000-500550	Operating Expenses	39,000.00	39,000.00	8,430.94	15,496.85	23,503.15	39.74 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
310-545000-500630	Cap Outlay Imp Other Than Bldg	33,000.00	33,000.00	0.00	0.00	33,000.00	0.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	79,500.00	79,500.00	0.00	0.00	79,500.00	0.00 %
310-545000-500644	Capital Outlay-vehicles	26,646.00	26,646.00	0.00	1,106.62	25,539.38	4.15 %
310-545000-500646	Capital Outlay-Reserves	2,155,000.00	2,155,000.00	0.00	0.00	2,155,000.00	0.00 %
Department: 545000 - Parking Operations Total:		**3,613,524.00**	**3,613,524.00**	**114,994.09**	**344,010.14**	**3,269,513.86**	**9.52%**
Fund: 310 - Parking Fund Surplus (Deficit):		**0.00**	**0.00**	**210,615.30**	**852,927.98**	**852,927.98**	**0.00%**
Report Surplus (Deficit):		**0.00**	**0.00**	**725,292.84**	**10,081,019.09**	**10,081,019.09**	**0.00%**

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
000000 - Assigned	2,607,943.00	2,607,943.00	0.00	0.00	-2,607,943.00	0.00%
301000 - Ad Valorem Property Taxes	14,205,956.00	14,205,956.00	783,774.44	11,874,517.18	-2,331,438.82	83.59%
301100 - Utility Taxes	1,221,868.00	1,221,868.00	25,738.51	258,097.39	-963,770.61	21.12%
301600 - Franchise Taxes	943,000.00	943,000.00	66,392.11	246,144.15	-696,855.85	26.10%
302000 - Licenses & Permits	203,400.00	203,400.00	1,126.13	169,728.41	-33,671.59	83.45%
303000 - Intergovernmental Revenues	1,383,384.00	1,383,384.00	87,653.26	270,838.68	-1,112,545.32	19.58%
304000 - Charges for Services	11,000.00	11,000.00	4,272.50	4,922.50	-6,077.50	44.75%
305000 - Fines & Forfeitures	81,000.00	81,000.00	3,649.70	7,957.32	-73,042.68	9.82%
306000 - Miscellaneous Revenues	698,657.00	698,657.00	96,295.45	289,345.82	-409,311.18	41.41%
511000 - Commission	353,940.00	353,940.00	10,821.25	73,336.79	280,603.21	20.72%
511100 - Donation-Non Profits	27,269.00	27,269.00	0.00	19,769.00	7,500.00	72.50%
511200 - Visitor Center	125,260.00	125,260.00	5,868.44	21,656.26	103,603.74	17.29%
513000 - Administration	1,525,958.00	1,525,958.00	81,688.30	340,850.64	1,185,107.36	22.34%
514000 - Town Attorney	400,000.00	400,000.00	20,003.20	56,222.17	343,777.83	14.06%
519000 - General	1,277,774.00	1,277,774.00	27,523.95	466,280.47	811,493.53	36.49%
519100 - Tourism and Community Outreach	642,387.00	642,387.00	25,421.27	128,618.41	513,768.59	20.02%
521000 - Police Department	7,278,274.00	7,278,274.00	9,163.13	2,385,614.99	4,892,659.01	32.78%
523000 - Emergency Medical Services	1,440,000.00	1,440,000.00	137,281.25	395,917.58	1,044,082.42	27.49%
524000 - Development Services	1,163,178.00	1,163,178.00	64,306.02	244,688.34	918,489.66	21.04%
541100 - Mun Srvsc - Public Works Div	4,121,540.00	4,121,540.00	283,221.46	1,007,573.25	3,113,966.75	24.45%
572000 - Recreation	121,548.00	121,548.00	8,134.37	35,519.21	86,028.79	29.22%
581100 - Interfund Transfers	-2,879,080.00	-2,879,080.00	-722,770.00	-722,770.00	2,156,310.00	25.10%
Fund: 001 - General Fund Surplus (Deficit):	**0.00**	**0.00**	**-327,300.54**	**7,222,734.34**	**7,222,734.34**	**0.00%**
Fund: 102 - Building Fund						
000000 - Assigned	90,750.00	90,750.00	0.00	0.00	-90,750.00	0.00%
302100 - Building Permit and Inpection	1,850,190.00	1,850,190.00	123,621.18	530,688.82	-1,319,501.18	28.68%
524100 - Building	1,940,940.00	1,940,940.00	128,869.81	476,247.12	1,464,692.88	24.54%
Fund: 102 - Building Fund Surplus (Deficit):	**0.00**	**0.00**	**-5,248.63**	**54,441.70**	**54,441.70**	**0.00%**
Fund: 103 - Sewer Fund						
304000 - Charges for Services	1,803,000.00	1,803,000.00	161,165.80	285,926.84	-1,517,073.16	15.86%
535000 - Sanitary Sewers	1,803,000.00	1,803,000.00	7,471.40	273,619.21	1,529,380.79	15.18%
Fund: 103 - Sewer Fund Surplus (Deficit):	**0.00**	**0.00**	**153,694.40**	**12,307.63**	**12,307.63**	**0.00%**
Fund: 115 - Fire Fund						
000000 - Assigned	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00%
301050 - Fire Assessment	2,324,410.00	2,324,410.00	137,591.01	1,942,400.05	-382,009.95	83.57%
304000 - Charges for Services	73,590.00	73,590.00	772.00	60,627.92	-12,962.08	82.39%
306000 - Miscellaneous Revenues	0.00	0.00	0.00	25,000.00	25,000.00	0.00%
522000 - Fire Department	2,548,000.00	2,548,000.00	205,921.88	643,042.22	1,904,957.78	25.24%
Fund: 115 - Fire Fund Surplus (Deficit):	**0.00**	**0.00**	**-67,558.87**	**1,384,985.75**	**1,384,985.75**	**0.00%**
Fund: 300 - Capital Project Fund						
000000 - Assigned	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00%
303000 - Intergovernmental Revenues	50,000.00	50,000.00	0.00	-1,000.00	-51,000.00	2.00%
519000 - General	146,542.00	146,542.00	7,923.47	29,723.43	116,818.57	20.28%
545170 - El Prado Park	1,300,000.00	1,300,000.00	0.00	22,092.00	1,277,908.00	1.70%
559011 - Storm Sewer Lining	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00%
572102 - Beach Portal	750,871.00	750,871.00	7,700.00	53,610.87	697,260.13	7.14%
572109 - FDOT Manhole Covers-Pine -Flamingo	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00%
572200 - Beach Renourishment	116,667.00	116,667.00	0.00	116,666.66	0.34	100.00%
572202 - West Plaza Refurbishment	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00%
576136 - Street Proj.Bougain.Poinciana	115,000.00	115,000.00	21,055.35	21,055.35	93,944.65	18.31%
576138 - Roadway Paving & Refurbishment	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00%
581100 - Interfund Transfers	3,179,080.00	3,179,080.00	797,770.00	797,770.00	-2,381,310.00	25.09%
Fund: 300 - Capital Project Fund Surplus (Deficit):	**0.00**	**0.00**	**761,091.18**	**553,621.69**	**553,621.69**	**0.00%**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - Parking Fund						
302000 - Licenses & Permits	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00%
304000 - Charges for Services	3,273,524.00	3,273,524.00	284,664.25	1,028,981.55	-2,244,542.45	31.43%
305000 - Fines & Forfeitures	140,000.00	140,000.00	24,486.28	106,703.11	-33,296.89	76.22%
306000 - Miscellaneous Revenues	150,000.00	150,000.00	16,458.86	61,253.46	-88,746.54	40.84%
545000 - Parking Operations	3,613,524.00	3,613,524.00	114,994.09	344,010.14	3,269,513.86	9.52%
Fund: 310 - Parking Fund Surplus (Deficit):	**0.00**	**0.00**	**210,615.30**	**852,927.98**	**852,927.98**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**725,292.84**	**10,081,019.09**	**10,081,019.09**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - General Fund	0.00	0.00	-327,300.54	7,222,734.34	7,222,734.34
102 - Building Fund	0.00	0.00	-5,248.63	54,441.70	54,441.70
103 - Sewer Fund	0.00	0.00	153,694.40	12,307.63	12,307.63
115 - Fire Fund	0.00	0.00	-67,558.87	1,384,985.75	1,384,985.75
300 - Capital Project Fund	0.00	0.00	761,091.18	553,621.69	553,621.69
310 - Parking Fund	0.00	0.00	210,615.30	852,927.98	852,927.98
Report Surplus (Deficit):	**0.00**	**0.00**	**725,292.84**	**10,081,019.09**	**10,081,019.09**

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of January 31,2026

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 1/31/2026	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
			001 General Fund:						
Truist	101.000	8015	Master Account	Analyzed Interest Checking	Truist	12,111,938.79	2.75%	30,023.09	70,076.58
Truist	101.009	6876	Emergency Reserve	Public Special Money Rate Checking	Truist	2,653,893.78	2.75%	6,191.09	18,913.97
			GENERAL FUND	BANK SUBTOTAL		14,765,832.57		36,214.18	88,990.55
SBA	101.300	1471-A	General Fund Invest Acct A 471	SBA Invest Pool	SBA	206,496.67	3.88%	678.9	2,811.71
SBA	101.400	1472-A	Emergency Reserves Acct A 472	SBA Invest Pool	SBA	100,184.55	3.88%	329.38	1,414.17
SBA	101.301	1473-A	Florida Prime Investment	SBA Investment	SBA	3,100,849.95	3.88%	10,194.46	42,221.76
SouthState Inv.	101.110	9371	Investment	Investment	SSTI	2,539,551.85			
			GENERAL FUND	SBA / INV. SUBTOTAL		5,947,083.02		0.00	46,447.64
			GENERAL FUND	GRAND TOTAL		20,712,915.59		36,214.18	135,438.19
			101 Police Forfeiture & Training						
Truist	101.100	9613	Police Forfeiture Fund	Analyzed Interest Checking	Truist	589.59	2.75%	Included Above	Included Above
			POLICE FUND	TOTAL		589.59		**0.00**	0.00
			103 Sewer Enterprise Fund						
Truist	101.105	9999	Sewer Enterprise Fund	Analyzed Interest Checking	Truist	1,130,035.00	2.75%	2,117.35	8,943.92
			SEWER FUND	TOTAL		1,130,035.00		2,117.35	8,943.92
			115 Fire Fund:						
Truist	101.109	5379	Fire Fund Account	Analyzed Interest Checking	Truist	2,084,071.35	2.75%	4,267.12	14,729.40
Truist	101.110	6701	Public Safety Facility Account	Analyzed Interest Checking	Truist	1,302,303.38	2.75%	2,884.93	8,670.63
			FIRE FUND	GRAND TOTAL		3,386,374.73		7,152.05	14,729.40
			300 Capital Improvement Fund:						
Truist	101.115	0010	Capital Improvement Fund	Analyzed Interest Checking	Truist	3,522,095.94	2.75%	6,600.25	25,939.71
			CAPITAL IMPROVEMENT FUND	TOTAL		3,522,095.94		6,600.25	25,939.71
			310 Parking Improvement Fund						
Truist	101.125	0120	Parking Improvement Account	Analyzed Interest Checking	Truist	4,547,348.21	2.75%	10,042.24	49,136.41
SBA	101.301	1474	Florida Prime Investment	SBA Investment	SBA	1,509,548.92	3.88%	4,962.85	9,548.92
SouthState Inv.		7207	Investment	Investment	SSTI	1,500,000.00			
Truist	101.128	8554	PILOP Account	Analyzed Interest Checking	Truist	200.00	2.75%	Included Above	Included Above
			PARKING FUND	TOTAL		7,557,097.13		15,005.09	58,685.33
			102 Building Fund						
Truist	101.104	8686	Building Account	Analyzed Interest Checking	Truist	1,116,500.03	2.75%	2,424.90	10,401.75
			BUILDING FUND	TOTAL		1,116,500.03		2,424.90	10,401.75
			ALL FUNDS	GRAND TOTAL		37,425,608.01		69,513.82	254,138.30

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of January 31,2026

Summary by Investment Type	Amount	Percent
Interest Bearing Checking	28,468,976.07	76%
Non-interest Bearing Checking		0%
SBA Trust Fund/Pools	306,681.22	1%
SBA Florida Prime Investment	4,610,398.87	12%
Investment	4,039,551.85	11%
Repurchase Agreements	0.00	0%
Money Market Funds	0.00	0%
U.S. Securities/Treasuries	0.00	0%
U.S. Federal Agencies	0.00	0%
Federal Instrumentalities	0.00	0%
GRAND TOTAL	37,425,608.01	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	20,712,915.59	55%
	Police Fund	589.59	0%
	Sewer Fund	1,130,035.00	3%
	Fire Fund	3,386,374.73	9%
	Building Fund	1,116,500.03	3%
	Capital Improvement Fund	3,522,095.94	9%
	Parking Fund	7,557,097.13	20%
	GRAND TOTAL	37,425,608.01	100%

Summary by Bank/Pool/Inv	Amount	Percent
Truist	28,468,976.07	76%
Investment	4,039,551.85	11%
Florida Prime/Investment	4,610,398.87	12%
Florida Prime/State Board of Admin.	306,681.22	1%
GRAND TOTAL	37,425,608.01	100%

Agenda Item No: 11.a.

Town Commission Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Edmund Malkoon, Mayor
Submitting Department: Town Commission
Item Type: Resolution
Agenda Section:CONSENT AGENDA

Subject Title: RESOLUTION 2026-09: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SUPPORTING ADVOCACY EFFORTS WITH FLORIDA POWER & LIGHT AND STATE OFFICIALS TO EXPEDITE CONSIDERATION OF LAUDERDALE-BY-THE-SEA FOR ELIGIBILITY AND PRIORITIZATION UNDER THE STORM SECURE UNDERGROUND PROGRAM (SSUP); PROVIDING FOR AN EFFECTIVE DATE.

Explanation:

Background
The Town of Lauderdale-By-The-Sea is a coastal community with unique exposure to severe weather conditions, including hurricanes, high winds, and salt-air corrosion. These conditions increase the vulnerability of overhead electrical infrastructure and contribute to a higher risk of power outages during storm events. Florida Power & Light (FPL) has implemented the Storm Secure Underground Program (SSUP), which is designed to improve electric system reliability by converting select overhead distribution lines to underground service in targeted areas based on established criteria. Recent discussions at the Commission level have highlighted the importance of exploring opportunities for Lauderdale-By-The-Sea to be considered for inclusion or prioritization within this program.

Purpose
The purpose of this Resolution is to formally express the Town's interest in engaging with FPL and State Representatives to advocate for evaluation and potential inclusion of Lauderdale-By-The-Sea in the SSUP program, request consideration of the Town's coastal exposure and infrastructure vulnerability, and support ongoing efforts by members of the Commission to initiate discussions with relevant stakeholders.

Key Considerations
Lauderdale-By-The-Sea's barrier island conditions expose the Town to elevated storm-related risks, and underground infrastructure is generally more resilient to wind-related damage. Reliable electrical service is critical for public safety, including emergency response operations, traffic control systems, and communications infrastructure. As a tourism-driven community, power outages can significantly impact local businesses, visitors, and overall

economic activity. Additionally, salt-air conditions accelerate the deterioration of overhead systems, while undergrounding may improve long-term system performance and reliability.

Financial Impact
There is no direct financial impact associated with this Resolution. This item does not commit the Town to any capital expenditure or undergrounding project and is limited to advocacy and engagement with FPL and State officials regarding eligibility and prioritization within existing programs.

Strategic Value
This action positions the Town to proactively advocate for infrastructure resilience, align with regional and state-level initiatives, support and formalize ongoing Commission efforts, gather information necessary for future policy decisions, and position Lauderdale-By-The-Sea as a potential pilot or priority coastal community for undergrounding initiatives.

Recommendation: It is recommended that the Town Commission adopt the Resolution 2026-09 supporting advocacy efforts with Florida Power & Light and State Representatives to pursue eligibility and prioritization under the Storm Secure Underground Program (SSUP).

Exhibits:
1. Resolution 2026-09 - Support for FPL SSUP V2

RESOLUTION NO. 2026-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SUPPORTING ADVOCACY EFFORTS WITH FLORIDA POWER & LIGHT AND STATE OFFICIALS TO EXPEDITE CONSIDERATION OF LAUDERDALE-BY-THE-SEA FOR ELIGIBILITY AND PRIORITIZATION UNDER THE STORM SECURE UNDERGROUND PROGRAM (SSUP); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the "Town") is a coastal community uniquely exposed to severe weather events, salt-air corrosion, and storm-related infrastructure vulnerabilities; and

WHEREAS, overhead electrical distribution systems in coastal environments are more susceptible to storm damage, resulting in power outages that can negatively impact public safety, emergency response, and economic activity; and

WHEREAS, the Florida Power & Light Storm Secure Underground Program ("SSUP") is designed to improve system resiliency by converting overhead electric distribution lines to underground infrastructure in targeted areas; and

WHEREAS, participation in and prioritization under SSUP is determined by criteria established by Florida Power & Light and applicable regulatory frameworks, including considerations related to reliability, outage frequency, and system performance; and

WHEREAS, as a barrier island and tourism-driven community, the Town has heightened reliance on continuous electrical service to support residents, businesses, public safety operations, and visitor activity; and

WHEREAS, undergrounding of electrical infrastructure has been shown to reduce storm-related outages, enhance system reliability, and improve community resilience; and

WHEREAS, the Town Commission desires to proactively engage with Florida Power & Light and State Representatives to advocate for the Town's inclusion, prioritization, or expedited evaluation under the SSUP program; and

WHEREAS, this advocacy effort does not constitute a financial commitment by the Town, but rather seeks to ensure that the Town is appropriately evaluated within existing utility resilience programs.

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

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

Section 2. Expressing Support for SSUP in the Town. The Town Commission hereby expresses its support for engaging with Florida Power & Light and appropriate State Representatives to advocate for the Town of Lauderdale-By-The-Sea to be considered for eligibility, prioritization, and/or expedited evaluation under the Storm Secure Underground Program (SSUP).

Section 3. **Urging FPL to Implement SSUP in the Town.** The Town Commission encourages Florida Power & Light to consider the Town's coastal exposure, storm vulnerability, infrastructure characteristics, and economic importance when evaluating potential SSUP projects.

Section 4. **Acknowledgement of Efforts to Date re SSUP; Authorization**. The Town Commission acknowledges and supports ongoing efforts by a member of the Commission to engage with Florida Power & Light and State officials regarding undergrounding and resiliency initiatives, and authorizes the Mayor, Town Manager, or designee to assist in, coordinate, and further such efforts as appropriate, including facilitating meetings, information sharing, and evaluation of eligibility criteria.

Section 5. **Interest in Pilot or Priority Status.** The Town Commission further expresses its interest in exploring opportunities for Lauderdale-By-The-Sea to serve as a pilot or priority coastal community within the SSUP framework, should such opportunities be available.

Section 6. **Implementation.** The Town Manager is hereby directed to take any action necessary to implement the purposes of this Resolution.

Section 7. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this ____ day of _____ 2026.

_____
Mayor Edmund Malkoon

Attest:

_____
Courtney Easley, Acting Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Agenda Item No: 11.b.

Town Commission Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Edmund Malkoon, Mayor
Submitting Department: Town Commission
Item Type: Resolution
Agenda Section:CONSENT AGENDA

Subject Title: RESOLUTION 2026-10: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONDUCT A TRAFFIC SIGNAL WARRANT AND SAFETY STUDY AT THE INTERSECTION OF BEL AIR DRIVE AND SOUTH OCEAN BLVD.; PROVIDING FOR FINDINGS, SUPPORTING RATIONALE, AND AN EFFECTIVE DATE.

Explanation:

Background
Bel Air Drive/SE 15th Street, connecting to Bel Air Avenue, serves as a primary access point for the Bel Air neighborhood and connects to South Ocean Blvd./State Road A1A, a high-volume roadway carrying approximately 20,000 to 30,000 vehicles per day. The intersection currently operates without a traffic signal or enhanced pedestrian crossing controls, creating challenges for safe ingress, egress, and pedestrian movement across South Ocean Blvd./State Road A1A.

Purpose
The purpose of this item is to request that the Florida Department of Transportation (FDOT) conduct a traffic signal warrant analysis and safety study at the intersection of Bel Air Drive and South Ocean Blvd./A1A.

Key Considerations
Residents have reported delays, difficulty identifying safe gaps in traffic, and near-miss incidents when attempting to cross South Ocean Blvd./A1A. The combination of high traffic volumes and vehicle speeds presents ongoing safety concerns for motorists, pedestrians, and cyclists. Additionally, the Bel Air neighborhood is currently the only neighborhood within Lauderdale-By-The-Sea without a controlled crossing across South Ocean Blvd./A1A, creating an inconsistency in access and safety compared to other areas of the Town.

Financial Impact
There is no direct financial impact associated with this item. The request is limited to initiating a

study by FDOT and does not commit the Town to any capital improvements at this time.

Strategic Value
This action supports the Town's commitment to public safety, equitable access, and data-driven decision-making. The results of the study will provide valuable information to guide future discussions and potential improvements at this location.

Recommendation: Approve Resolution 2026-10 requesting that FDOT conduct a traffic signal warrant and safety study, and identify alternative safety measures if a traffic signal is not warranted.

Exhibits:
1. Resolution 2026-10 - Bel Air Intersection Study v2

RESOLUTION NO. 2026-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONDUCT A TRAFFIC SIGNAL WARRANT AND SAFETY STUDY AT THE INTERSECTION OF BEL AIR DRIVE AND SOUTH OCEAN BLVD.; PROVIDING FOR FINDINGS, SUPPORTING RATIONALE, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the "Town") is committed to maintaining safe and efficient transportation corridors for residents, visitors, pedestrians, and cyclists; and

WHEREAS, Bel Air Drive/SE 15th Street serves as a primary access point for the Bel Air neighborhood, and connects to Bel Air Avenue; and

WHEREAS, access to Bel Air Drive is from South Ocean Blvd./State Road A1A, which is a high-volume state roadway carrying significant regional traffic, estimated to carry approximately 20,000 to 30,000 vehicles per day, with speeds generally between 30 to 40 miles per hour; and

WHEREAS, the intersection currently operates without a traffic signal or enhanced crossing control; and

WHEREAS, residents have expressed concerns regarding safety and near-miss situations, and ensuring equitable access and safety across all neighborhoods is a priority of the Town Commission; and

WHEREAS, the Bel Air neighborhood is the only neighborhood within the Town without a controlled crossing across South Ocean Blvd./SR A1A, and similar intersections in Broward County have been enhanced with signals or pedestrian safety measures; and

WHEREAS, the Florida Department of Transportation (FDOT) utilizes established engineering criteria under the Manual on Uniform Traffic Control Devices (MUTCD) and Manual on Intersection Control Evaluation (ICE) to determine whether to enhance intersections.

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

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

Section 2. Request for FDOT to Conduct Study. The Town Commission requests that FDOT conduct a traffic signal warrant and safety study, evaluating traffic volumes, pedestrian activity, speed, crash history, and peak conditions at the intersection of Bel Air Drive/SE 15th Street and South Ocean Blvd./State Road A1A.

Section 3. Alternative Safety Measures. If the study finds that a traffic signal is not warranted, the Town Commission urges FDOT to consider and evaluate alternative safety measures.

Section 4. Implementation. The Town Manager is hereby directed to take any action necessary to implement the purposes of this Resolution.

Section 5. Transmittal. The Town Clerk is directed to distribute this Resolution to FDOT and to Broward County.

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

PASSED AND ADOPTED this ____ day of _____ 2026.

_____
Mayor Edmund Malkoon

Attest:

_____
Courtney Easley, Acting Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Agenda Item No: 11.c.

Town Commission Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Edmund Malkoon, Mayor
Submitting Department: Town Commission
Item Type: Resolution
Agenda Section:CONSENT AGENDA

Subject Title: RESOLUTION 2026-11: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REQUESTING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) TO EVALUATE BOATING SAFETY CONDITIONS ALONG THE INTRACOASTAL WATERWAY WITHIN THE TOWN'S JURISDICTION; REQUESTING CONSIDERATION OF APPROPRIATE SAFETY MEASURES, INCLUDING SLOW-SPEED OR MINIMUM-WAKE ZONES; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation:

Background
The Intracoastal Waterway (ICW) along Lauderdale-By-The-Sea is a heavily utilized navigation corridor serving recreational boaters, personal watercraft, and residents accessing private docks. The area is characterized by dense shoreline development, frequent vessel crossings, and increasing use by paddlecraft such as kayaks and paddleboards. Recent observations and community feedback have raised concerns regarding vessel speed, wake impacts, and overall navigation safety within this segment of the ICW.

Purpose
The purpose of this item is to request that the Florida Fish and Wildlife Conservation Commission (FWC) conduct a formal boating safety evaluation of the ICW within and adjacent to the Town's jurisdiction. This request is study-based only and does not implement any immediate regulatory changes.

Key Considerations

- **High Vessel Activity:** The ICW segment experiences consistent traffic from multiple vessel types, including smaller, more vulnerable users.
- **Mixed-Use Conflicts:** Increased interaction between motorized vessels and paddlecraft creates potential safety concerns.
- **Shoreline Conditions:** Dense seawalls, docks, and residential development increase

sensitivity to vessel wake and limit maneuverability.

- **Wake Impacts:** Repeated wake exposure may contribute to shoreline wear and infrastructure stress.
- **Regional Continuity:** This portion of the ICW functions as part of a broader corridor where similar conditions exist in neighboring municipalities.
- **Recent FWC Action (Fort Lauderdale):** FWC recently established a continuous slow-speed, minimum-wake zone between the Oakland Park Boulevard and Sunrise Boulevard bridges following evaluation of vessel traffic and safety conditions.
- **Localized vs. Corridor Approach:** This corridor connects existing localized idle-speed, no-wake zones at bridge crossings, reflecting a combination of targeted and corridor-based safety measures.
- **Data-Driven Framework:** Boating safety regulations are applied based on specific conditions and objective evaluation, rather than uniformly across all areas.
- **Corridor-Based Approach:** The Town recognizes that recent FWC actions in Broward County have utilized corridor-based approaches connecting bridge-controlled zones. As part of this evaluation, consideration may be given to whether similar corridor-based safety measures between existing bridge crossings, where appropriate, would enhance overall safety and consistency along the Intracoastal Waterway.

Financial Impact
There is no direct financial impact associated with this request. Any future measures would be evaluated separately based on FWC recommendations.

Strategic Value
This action supports the Town's commitment to public safety, infrastructure protection, and proactive coordination with state agencies. It also positions the Town to evaluate potential improvements using a data-driven approach while aligning with regional efforts along the Intracoastal Waterway.

Recommendation: Approve Resolution 2026-11 requesting that the Florida Fish and Wildlife Conservation Commission (FWC) evaluate boating safety conditions along the Intracoastal Waterway within the Town's jurisdiction and consider appropriate safety measures.

Exhibits:
1. Resolution 2026-11 Support for FWC Evaluation of ICW Safety

RESOLUTION NO. 2026-11

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REQUESTING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) TO EVALUATE BOATING SAFETY CONDITIONS ALONG THE INTRACOASTAL WATERWAY WITHIN THE TOWN'S JURISDICTION; REQUESTING CONSIDERATION OF APPROPRIATE SAFETY MEASURES, INCLUDING SLOW-SPEED OR MINIMUM-WAKE ZONES; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Intracoastal Waterway ("ICW") is a heavily utilized navigation corridor that runs through the Town of Lauderdale-By-The-Sea (the "Town"); and

WHEREAS, the ICW within and adjacent to the Town experiences a high volume of vessel traffic, including recreational boats, personal watercraft, paddlecraft, and vessels accessing private docks; and

WHEREAS, the Town's ICW shoreline is characterized by dense residential development, private docks, seawalls, and frequent cross-channel activity; and

WHEREAS, residents and visitors have expressed concerns regarding vessel speed, wake impacts, and navigation safety in areas with constrained visibility and high activity; and

WHEREAS, excessive wake and vessel speed may contribute to shoreline erosion, infrastructure stress, and unsafe conditions for smaller or non-motorized vessels; and

WHEREAS, the Florida Fish and Wildlife Conservation Commission ("FWC") has jurisdiction to establish and regulate boating safety zones, including slow-speed and minimum-wake zones, based on safety studies and established criteria; and

WHEREAS, the Town Commission seeks to ensure that boating activity along the ICW is conducted in a manner that prioritizes safety while maintaining reasonable navigation access.

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

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

Section 2. Request for FWC Evaluation. The Town Commission hereby formally requests that the Florida Fish and Wildlife Conservation Commission (FWC) conduct a boating safety evaluation of the Intracoastal Waterway along the Town's jurisdictional boundaries. The requested evaluation may include, but is not limited to vessel speed patterns and wake impacts; navigation conflicts between vessel types; density of docks, seawalls, and shoreline activity; areas of constrained visibility or high cross-traffic; and safety considerations for paddlecraft and other vulnerable users.

Section 3. Consideration of Safety Measures. Based on the findings of such evaluation, the Town respectfully requests that FWC consider the appropriateness of implementing boating safety measures, which may include slow-speed or minimum-wake zones; shoreline buffer zones; and clearly marked navigation or safety corridors.

Section 4. Transmittal. The Town Clerk is directed to transmit a copy of this Resolution to the Florida Fish and Wildlife Conservation Commission and any other appropriate agencies.

Section 5. **Implementation.** The Town Manager is hereby directed to take any action necessary to implement the purposes of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____ 2026.

_____
Mayor Edmund Malkoon

Attest:

_____
Courtney Easley, Acting Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Agenda Item No: 12.a.

Town Commission Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Ken Rubach, Town Manager
Submitting Department: Administration
Item Type: Action Item
Agenda Section:OLD BUSINESS

Subject Title: Fire Rescue Services

Explanation:

At the March 10 Commission Meeting, the Commission directed the Town Manager to bring forward an item for consideration regarding a feasibility study for the formation of a Town Fire Rescue Department. The purpose of the study is to evaluate the feasibility of establishing a municipal department and to allow for a direct comparison with the proposals submitted by the City of Fort Lauderdale and the Broward Sheriff's Office.

If approved, the feasibility study is anticipated to be completed in July, with the results available for Commission review in late July or August.

Given this timeline, it is important that the Town continue advancing discussions with both the City of Fort Lauderdale and the Broward Sheriff's Office to avoid delays in implementation. Accordingly, it is recommended that the Commission authorize the Town Manager to continue negotiations with both agencies while the feasibility study is being conducted. This will allow sufficient time for either agency to plan for potential staffing and resource needs, while also enabling the Town to begin evaluating the operational and logistical steps associated with the potential formation of its own Fire Rescue Department.

Because implementation of any of these options will require significant planning, coordination, and lead time, it is critical that the Town maintain momentum during this evaluation period. Continuing negotiations will ensure that the Commission is ultimately positioned to make a fully informed decision after reviewing the feasibility study and comparing all three options, without unnecessary delay in implementation once a preferred option is selected.

Recommendation: Authorize the Town Manager to negotiate the terms of potential agreements with both vendors and return to the Commission with proposed contractual documents for consideration.

Exhibits: None

Agenda Item No: 12.b.

Town Commission Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Susan Trevarthen, Town Attorney
Submitting Department: Legal
Item Type: Action Item
Agenda Section:OLD BUSINESS

Subject Title: Charter Review Board Recommendations and Commission Discussion

Explanation: The Report of the 2025 Town of Lauderdale-By-The-Sea Charter Review Board (the “Board”), was submitted pursuant to Resolution No. 2024-17, and discussed at the February 24 Commission meeting.Following deliberation, the Commission voted to move forward with certain amendments recommended by the Board, requested the opportunity for further deliberation on other items, and also proposed additional amendments for further review and consideration.The draft ordinance for the Town Commission to authorize the placement of these changes on the ballot has been updated to reflect the discussion and direction of the Commission at the last meeting, and is attached as Exhibit “A.”

A summary of the current status of the proposed amendments, including the Commission's discussion on February 24, is provided below.

1. **Minimum Residency**: The Town Commission decided not to propose that the voters extend the minimum residency of candidates for Mayor-Commissioner and Town Commissioner from 6 months to a year.

In the discussion, the Mayor noted that there are inconsistencies between Sections 3.3 and 6.3(1)/6.4 regarding the requirement. Both articles purport to establish qualification requirements. The issues are: (a) Section 3.3 measures the timeframe from qualification for election, while Sections 6.3(1) and 6.4 measures the timeframe from the date of election; and (b) Section 3.3 refers to the requirement inconsistently as establishing a domicile or establishing residency while Sections 6.3(1) and 6.4 refers to the requirement as establishing residency.

The Town Commission requested further discussion on these details related to the residency requirement in Section 3.3 and in Article VI.

2. **Timeframes for Town Clerk to Certify Petitions**: The Town Commission sought to clarify the reasoning and effect of the proposed changes to Section 4.4, and requested that this be brought back for further discussion.

Article IV of the Town Charter, specifically Section 4.1, establishes the initiative and referendum process. Under this section, registered voters may propose ordinances, and if the Commission does not adopt them without change, the voters may approve or reject them by referendum. Voters may also require reconsideration of adopted ordinances, and if the Commission does not act, the ordinance may be amended or repealed by referendum. Section 4.4 currently sets tight timeframes for petition certification under this process. Following discussion of the difficulty of meeting tight timeframes, the Charter Review Board endorsed a change to Section 4.4 of the Town Charter to extend the certification periods for citizen-initiated petitions to adopt, amend, or repeal an ordinance. The current 20-day period for the initial certification of initiative petitions was proposed to be expanded to 30 calendar days, and the 5-day period for the certification of repeal or amendment petitions was proposed to be expanded to 10 business days. The Board also endorsed timeframes of 14 days or longer being measured in calendar days, and timeframes of 13 or fewer days being measured in business days. The intent of these proposals is to provide a reasonable margin for unanticipated delays and help ensure that petition certifications are completed reliably.

3. **Deadline for Town Audit**. The Town Commission agreed with the Board to propose that the voters extend the audit deadline in Section 5.5(10) from six to nine months after the end of the fiscal year, to align with the requirements of state law.

4. **Mayoral Terms and Term Limits**. The Board recommended that the voters be asked to amend Section 6.1(1) of the Town Charter to establish two four-year terms for the Mayor. The Town Commission requested that this item be brought back for further consideration, with the number of terms being determined by the decision on the length of the term (e.g., either three 2-year terms as is now in place, or two 4-year terms).

Options for review of the mayoral term of office include maintaining the Charter in its current form, the Board's current proposed language, and a proposal submitted by Commissioner DeNapoli:

a. *Current Charter*: Beginning with the regular election to be held on the second Tuesday in the month of March, 2008, and every two (2) years thereafter, a Mayor-Commissioner shall be elected for a term of two (2) years until his successor is elected and qualifies.
b. *Board Recommendation*: Beginning with the regular election to be held in November 2026, and in every regular election thereafter, a Mayor-Commissioner shall be elected for a term of four (4) years and shall serve until a successor is elected and qualifies.
c. *DeNapoli Recommendation*: Beginning with the regular election to be held in November 2028, and in every regular election thereafter, a Mayor-Commissioner shall be elected for a term of four (4) years and shall serve until a successor is elected and qualifies. For the purposes of calculating eligibility under this section, any individual who has served as Mayor immediately prior to November 2028 shall be deemed to have served one (1) term under this section.

The Commission may wish to discuss other options for mayoral terms as well.

A related concern was raised by the Commission regarding the transition from 2-year to 4-year terms, as it interrelates with the overall 14-year term limit in Section 6.3(6). As noted by the

Vice Mayor, the 2024 change to the Charter already accounts for the additional months of the current terms of the affected Commissioners and the Mayor in the new language of Section 6.1(4): “The terms of office of the Mayor who was elected in 2024 and of the Seat 1 and Seat 2 Town Commissioners who were elected in the municipal general election of March 2022 shall expire when their successors are sworn in after the general election in November of 2026.” However, this language is silent on the 14-year limit. As the Commission discussed, language can be developed to address this concern. Commissioner DeNapoli also handed out the following language for further discussion:

> NEW **Section __. Election Date Alignment; Service Credit Clarification**
> Notwithstanding any other provision of this Charter, the extension or adjustment of any elected official’s term of office resulting from the Town’s change of municipal election dates from March to November in 2024 shall be deemed solely for the purpose of aligning the Town’s election cycle.
> Any additional months served as a result of such alignment shall not:
> (a) be considered a separate term;
> (b) be deemed to constitute the commencement of a new term;
> (c) be counted for purposes of calculating term limits; or
> (d) require or trigger a special election.
> Service during such alignment period shall be treated as part of the originally elected term.

5. **District Boundaries**: The Commission decided not to propose that the voters eliminate the northern and southern districts and the related requirements for the Town Commissioners to reside in districts, as recommended by the Board. The Board's tentative alternative recommendation had been to amend Section 6.1, along with related language in Section 3.3, to remove provisions concerning the establishment and adjustment of district boundaries, and instead define the boundary between the northern and southern districts in its current location. The Commission endorsed this alternative recommendation.

6. **Incorporate State Election Law**: The Commission agreed with the Board recommendation to propose that the voters amend Section 6.4 to incorporate state election law.

7. **Revise Notice Requirement to Match Current Law**: The Commission agreed with the Board recommendation to propose that the voters amend Section 6.7 to allow for online notices in alignment with current Town practice pursuant to revised state laws.

8. **Charter Cleanup**:The Commission agreed to ask voters to approve cleanup of statutory references, scriveners errors, and other technical issues with the document.

Recommendation: Commission discussion of the remaining open issues with the Board's recommendations, and of any other issues or proposals the Commission wishes to consider at this time.

Exhibits:

1. Ordinance - Amending Town Charter (2026) with 2.24.26 motion comments and changes 3.5.26

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ORDINANCE NO. 2026-

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE TOWN CHARTER, PURSUANT TO SECTION 166.031, FLORIDA STATUTES, CONCERNING AMENDMENTS TO CHANGE THE TOWN'S [INSERT CHANGES]; CALLING A SPECIAL ELECTION ON THE PROPOSED CHARTER AMENDMENTS TO BE HELD ON TUESDAY, THE 3RD DAY OF NOVEMBER 2026, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING FOR VOTING AT THE POLLS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR INCLUSION IN THE CHARTER, SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.031, Florida Statutes, authorizes a municipality to amend its charter by an ordinance submitting proposed amendments to the electors for approval at an election; and

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea (the "Town") adopted Resolution No. 2024-17 establishing the 2025 Town of Lauderdale-By-The-Sea Charter Review Board (the "Board") for the purpose of reviewing the Town Charter and determining whether revisions should be recommended to the Town Commission for submission to the electors; and

WHEREAS, at its final public meeting held on July 1, 2025, the Board identified and recommended proposed Charter revisions for consideration by the Town Commission and potential submission to the Town electors; and

WHEREAS, at meetings in December 2025 and February 2026, the Town Commission evaluated the Board's recommendations; and

WHEREAS, pursuant to Section 166.031, Florida Statutes, the Town Commission of the Town has determined to submit to the electors of the Town for approval or rejection the amendments to the Town Charter (the "Charter Amendments") that are set forth herein to change [INSERT CHANGES].

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals is hereby adopted and confirmed.

Section 2. Charter Amendments. Pursuant to Section 166.031, Florida Statutes, and subject to the approval of the electors as described in Section 8 below, the Town Charter is hereby amended as follows:[1]

* * *

ARTICLE III. ADMINISTRATION AND LEGISLATION

* * *

Sec. 3.3. Qualifications of members.

Only qualified electors who have resided in the Town of Lauderdale-By-The-Sea for at least six (6) months immediately prior to qualifying for office and who shall have attained the age of eighteen (18) years of age on or before the date the candidate files and qualifies in accordance with this Charter as a candidate for office, shall be eligible to hold the office of Commissioner.

Each Commissioner and candidate for Commissioner shall be elected from the election district in which he or she is domiciled for at least six (6) months immediately prior to qualifying for such office by the greatest number of votes of all registered electors residing within the Town. Once elected, a Commissioner from an election district shall remain a domiciliary of the election district during his or her term of office. Any Commissioner who shall cease to possess the qualifications required herein shall forthwith forfeit his or her office, except a Commissioner

Commented [ST1]: 2.24.26 motion - consensus to retain the six month residency requirement

Commented [ST2]: 2.24.26 - Mayor's inquiry re measurement of timeframe - compare Sections 6.3(1) and 6.4, which use "immediately preceding the date of election," and line 55 of this section, which also uses "immediately prior to qualifying." Determine which measurement to use.

Commented [st3R2]: Also need to straighten out domicile vs residence - see turquoise highlights.

Commented [ST4]: 2.24.26 motion - consensus to retain the six month residency requirement

[1] Proposed additions to existing Town Charter text are indicated by underline; proposed deletions from existing Town Charter text are indicated by ~~strikethrough~~ and highlighted in yellow. Changes from first reading are indicated by double underline and ~~double strikethrough~~, and highlighted in yellow.

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holding office will not have his/her term cut short by the establishment of or subsequent change of district boundary lines.

* * *

ARTICLE IV. INITIATIVE AND REFERENDUM

* * *

Sec. 4.4. Filing procedure.

(1) *Certificate of Clerk; amendment*. Within ~~20~~ thirty (30) calendar days after an initiative petition is filed or within ~~five~~ ten (10) business days after a petition for repeal or amendment of an ordinance is filed, the Clerk shall complete a certificate as to its sufficiency (the "Certificate"). Grounds for insufficiency are only those specified in Sec. 4.3 of this Article. If insufficient, the Certificate shall specify the particulars of the deficiency. A copy of the Certificate shall be promptly sent to the petitioners' committee by hand delivery or registered mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the Clerk within two business days after receiving the copy of the Certificate and files a supplementary petition upon additional papers within fourteen (14) calendar days after receiving the copy of the Certificate. Such supplementary petition shall comply with the requirements of Sec. 4.3 of this Article. Within five business days after a supplementary petition is filed, the Clerk shall complete a Certificate as to the sufficiency of the petition, as amended, and shall promptly send a copy of such Certificate to the petitioners' committee by registered mail or hand delivery as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request Commission review under subsection (2) of this Section 4.4 within the time required, the Clerk shall promptly present the Certificate to the Commission and such Certificate shall then be a final determination as to the sufficiency of the petition.

Commented [ST5]: 2.24.26 motion - direction to return for a second review of this issue

* * *

Sec. 4.5. Action on petitions.

(1) *Action by Town Commission.* When an initiative petition or a petition for the repeal or amendment of an existing ordinance has been finally determined to be sufficient, the Town Commission shall promptly consider or reconsider the ordinance. Whether or not the Commission approves at first reading an initiated ordinance, or the repeal or amendment, as proposed, of a referred ordinance, the Commission shall proceed to a second reading at its next scheduled meeting, and shall otherwise comply with all requirements under Sec. 166.041 F. S. for public notice and public hearings prior to the adoption of an ordinance. If the Commission fails to adopt a proposed initiative ordinance without any change in substance within forty-five (45) calendar days, or fails to repeal or amend a referred ordinance in

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accordance with the initiative petition within thirty (30) calendar days, it shall submit the proposed or referred ordinance to the registered voters of the Town by referendum vote at an election. The referendum vote by registered Town voters shall constitute an "additional requirement for the enactment of ordinances" as specified in ~~paragraph (6) of~~ Section 166.041 F.S., in lieu of and as a greater, increased requirement than the affirmative majority vote of the governing body referred to in ~~paragraph (4) of~~ Sec. 166.041 F. S. If the Commission fails to act on a proposed initiative ordinance or a referred ordinance within the time period specified in this paragraph, the Commission shall be deemed to have failed to adopt the proposed initiative ordinance or failed to repeal or amend the referred ordinance on the last day that the Commission was authorized to act on such matter. In that event, the Commission shall nevertheless comply with the public notice and public hearing requirements of Sec. 166.04 F.S. relative to the ordinance in question.

* * *

ARTICLE V. TOWN OFFICERS AND EMPLOYEES

Sec. 5.5. Town Manager—Powers and duties.

The Town Manager shall be responsible to the Town Commission for the proper administration of all affairs of the Town coming under the Town Manager's jurisdiction, and the Town Manager's powers are and they shall be:

* * *

(10) To prepare and submit to the Town Commission an annual financial audit of its accounts and records, completed no later than ~~six (6)~~ nine (9) months after the end of its fiscal year by an independent certified public accountant retained by the Town Commission and paid from its public funds.

* * *

ARTICLE VI. ELECTIONS

Sec. 6.1. Mayor-Commissioner and Commissioners; term of office; election; transition.

(1) Beginning with the regular election to be held on the second Tuesday in the month of March, 2008, and every two (2) years thereafter, a Mayor-Commissioner shall be elected for a term of two (2) years until his successor is elected and qualifies. Beginning with the regular election to be held in November 2026, and in every regular election thereafter, a Mayor-Commissioner shall be elected for a term of four (4) years and shall serve until a successor is elected and qualifies.

(2) Commencing with the regular election of the Town held in March, 2006, and continuing with successive elections at intervals of four years, candidates may qualify for the offices

Commented [ST6]: 2.24.26 motion - consensus for cleanup re statutory reference

Commented [ST7]: 2.24.26 motion - consensus to change audit deadline

Commented [ST8]: 2.24.26 motion - consensus for further discussion of 4 year mayoral term, including time at which it becomes effective. See agenda memo discussion of options.

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of Town Commissioner Seat 1 and Town Commissioner Seat 2, each elected at large. Town Commission Seat 1 and Town Commission Seat 2 shall replace the two Commission seats vacated by the expiration of the term of the two Commissioners in March, 2006. The candidate for Seat 1 shall reside in the north district of the Town. The candidate for Seat 2 shall reside in the south district of the Town. The candidates receiving the most votes for each seat shall be elected, and shall serve a term of four (4) years.

(3) Commencing with the regular election of the Town held in March, 2008, and continuing with successive elections at intervals of four years, candidates may qualify for the offices of Town Commission Seat 3 and Town Commissioner Seat 4. Town Commission Seat 3 and Town Commission Seat 4 shall replace the two Commission seats vacated by the expiration of the term of two Commissioners in March of 2008. The candidate for Seat 3 shall reside in the north district of the Town. The candidate for Seat 4 shall reside in the south district of the Town. The candidates receiving the most votes for each seat shall be elected, and shall serve a term of four years.

* * *

~~(5) The geographic boundary for the northern and southern districts shall be designated, prepared and identified no later than the first of September, 2004, and again in 2012 through a contract entered into by the Town with an accredited four (4) year college or university located within the state of Florida for the purpose of identifying and designating the northern and southern election districts within the Town. The Town Commission district boundaries shall be of equal population, compact, proportional, and logically related to the natural internal boundaries of the neighborhoods within the Town. The principal of nondiscrimination and one person/one vote shall be adhered to strictly.~~

(~~6~~5) In the event no candidate qualifies for election for any designated Town Commission seat within the first ten (10) calendar days of the qualifying period, then any qualified person who resides anywhere in the Town may qualify for such seat. Thereafter, if no person qualifies for such seat, a vacancy shall be declared and filled in accordance with this Charter.

(~~7~~6) The Town Commission ~~shall~~ adopted by Ordinance the creation and establishment of the boundaries of the initial northern and southern Town Commission seat districts~~, no later than January 1, 2005. The Ordinance shall provide for the implementation of said election districts to be~~ effective for the elections to be held in the Town commencing in March, 2006. The boundaries of these districts remain unchanged, and follow the jurisdictional boundaries of the Town. The northern district is separated from the southern district by the portion of the Village of Sea Ranch Lakes that borders on the Atlantic Ocean.

* * *

Commented [ST9]: 2.24.26 motion - Consensus to retain the district boundaries, but revise the language so that the current boundary is the permanent boundary

Commented [ST10]: 2.24.26 motion - Consensus to retain the district boundaries, but revise the language so that the current boundary is the permanent boundary

Sec. 6.3. Qualifications of members of Town Commission.

(1) To be eligible to hold the office of Mayor-Commissioner or Commissioner of the Town of Lauderdale-By-The-Sea, or to qualify for candidacy for Mayor-Commissioner or Commissioner, the individual shall be a bona fide resident and citizen of the Town of Lauderdale-By-The-Sea, shall have resided in the said town for the six (6) months immediately preceding the date of election, shall be a registered voter pursuant to Florida law, and shall be otherwise qualified as provided for in the Charter.

(2) No person may be a candidate for Commissioner, nor may be appointed to fill a vacancy as a Commissioner, if that person has served during both of the two preceding consecutive Commission terms for that seat as a Commissioner, or a Mayor-Commissioner or both, without a two year break in service.

(3) No person may be a candidate for Mayor-Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner, if that person has served during each of the ~~three~~two preceding consecutive Mayor-Commissioner terms as a Mayor-Commissioner.

* * *

(6) No person may be a candidate for Mayor-Commissioner or Town Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner or Town Commissioner, if that person has consecutively served ~~fourteen (14)~~ sixteen (16) years in any combination of offices without a two year break in service.

Sec. 6.4. Qualifications of candidates; notice of candidacy; payment of fee.

Any individual who possesses the qualifications as provided in this Charter, may be a candidate for the office of Mayor-Commissioner or Commissioner by filing a verified notice of candidacy for Town Commission with the Town Clerk. Such notice shall be in the following form:

NOTICE OF CANDIDACY FOR TOWN COMMISSIONER OR MAYOR-COMMISSIONER

I, _____ (Name of Candidate) _____, residing at _____ (Residence Address of Candidate) _____, Lauderdale-By-The-Sea, Broward County, Florida, do hereby give notice of my candidacy for the office of Town Commissioner/Mayor-Commissioner of the Town of Lauderdale-By-The-Sea, Florida, in the forthcoming election to be held in said Town on _____ (Date of Primary) _____. I do further state that I am a citizen of the United States of America, and a resident of the Town of Lauderdale-By-The-Sea; that I have resided in the Town of Lauderdale-By-The-Sea for the ~~six (6)~~ twelve (12) months immediately preceding the date of the election to be held; and that I have fully satisfied all conditions precedent to such candidacy, pursuant to the provisions of the laws of the State of Florida and the Town Charter.

_____

(Candidate's Signature)

Commented [ST11]: 2.24.26 motion - consensus to retain 6 months residency requirement

Commented [ST12]: 2.24.26 - Mayor's inquiry re measurement of timeframe - compare Section 6.4 form, which is identical, and Section 3.3, which uses "immediately prior to qualifying." Determine which measurement to use.

Commented [ST13]: 2.24.26 motion - consensus for further discussion of 4 year mayoral term, which interacts with number of terms

Commented [ST14]: 2.24.26 motion - consensus for further discussion of 4 year mayoral term, which interacts with the maximum number of years

Commented [ST15]: 2.24.26 motion - consensus to retain 6 months residency requirement

Commented [ST16]: 2.24.26 - Mayor's inquiry re measurement of timeframe - compare Section 6.3(1), which is identical, and Section 3.3, which uses "immediately prior to qualifying." Determine which measurement to use.

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STATE OF FLORIDA

COUNTY OF BROWARD

Before me, the undersigned authority, this day personally appeared _____ (Name of Candidate) _____ who, upon being duly sworn, deposed and said: that he/she is the candidate referred to in the foregoing Notice; that he/she is familiar with the contents of said Notice, and that the facts and matters therein stated are true; and that he/she did sign said Notice for the purpose therein specified.

_____

(Candidate)

Sworn to and subscribed before me, this the _____ day of _____, 20___.

_____

Notary Public, State of Florida

My commission expires: _____

The individual who files the notice as prescribed, and who pays the qualifying fee as prescribed, if otherwise found to be qualified, shall be entitled to have his/her name printed upon the official ballot at such town election. All general laws of the state relating to municipal elections, as amended from time to time, are adopted and shall govern elections for the Town.

Commented [ST17]: 2.24.26 motion - consensus on adopting state laws

* * *

Sec. 6.7. Forfeiture hearing and process.

A member of the Town Commission charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing on demand, and notice of such hearing shall be published ~~in one or more newspapers of general circulation in the Town~~ at least thirty days before the scheduled hearing in accordance with F.S. ch. 50, or any other method of publication expressly authorized by Florida law and consistent with the Town Charter, or any other applicable authority. The Town Commission shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a Commissioner's or Mayor-Commissioner's office, including whether or not good cause for absence has been, or may be, established. The Commissioner in question shall have the burden of establishing good cause for absence; provided, however, that any Commissioner may at any time during any duly held meeting move to establish good cause for his or her absence or the absence of any other Commissioner, from any past, present, or future meeting(s), which motion, if carried, shall be conclusive. A Commissioner whose qualifications are in question, or who is otherwise subject to forfeiture of his/her office, shall not vote on any such matters. Any final determination by the Town Commission that a Commissioner or the Mayor-Commissioner has forfeited his or her office shall be made by resolution approved by a unanimous vote of the remaining members of the Town Commission. All votes and other acts

Commented [ST18]: 2.24.26 motion - consensus on changes to notice

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of the Commissioner in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

* * *

Section 3. Election Called. A special election is hereby called for Tuesday, November 3, 2026, in conjunction with the general election being held on said date, to present to the qualified electors of the Town the ballot questions provided in Section 4 of this Ordinance.

Section 4. Form of Ballot. The form of ballot for the Charter Amendments provided for in Section 2 of this Ordinance shall be substantially as follows:

~~EXTEND CANDIDATE RESIDENCY REQUIREMENT FROM SIX MONTHS TO TWELVE MONTHS~~

~~The Charter currently requires candidates for Mayor-Commissioner or Commissioner to reside in the district in which he or she is domiciled for at least six (6) months immediately prior to qualifying for office. The proposed amendment would extend the minimum residency requirement to twelve (12) months and make corresponding updates throughout the Charter to ensure consistency.~~

~~Shall the Charter be amended to require twelve (12) months of district residency for candidates?~~

~~YES [ ]~~

~~NO [ ]~~

CLARIFY TIMEFRAMES FOR CERTIFICATION OF CITIZEN PETITIONS REPEALING OR AMENDING ORDINANCES

The Charter currently establishes short timeframes for certifying citizen-initiated petitions for the repeal or amendment of ordinances. The proposed amendment would extend certification deadlines and clarify whether time periods are measured in calendar days or business days.

Shall the Charter amend petition certification deadlines and clarify time calculations?

Commented [ST19]: 2.24.26 motion - consensus to retain the six month residency requirement

Commented [ST20]: 2.24.26 motion - direction to return for a second review of this issue

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YES [ ]

NO [ ]

COMPREHENSIVE CHARTER CLEANUP AND TECHNICAL CORRECTIONS

The proposed amendment would revise the Charter to correct scrivener's errors, improve clarity, resolve timeline inconsistencies, and update references to reflect current Florida law.

Shall the Charter be amended to correct errors and update technical provisions?

YES [ ]

NO [ ]

AMEND CHARTER TO EXTEND ANNUAL FINANCIAL AUDIT DEADLINE

Shall the Town Charter be amended to extend the deadline for submission of the Town's annual financial audit from six (6) months to nine (9) months, consistent with state law?

YES [ ]

NO [ ]

AMEND CHARTER TO ESTABLISH FOUR-YEAR MAYORAL TERMS

The Charter currently provides for two-year terms for the Mayor-Commissioner, with a maximum of three terms. The proposed amendment would increase the term length to four (4) years and limit the Mayor to a maximum of two (2) terms.

Shall the Charter be amended to increase the Mayor's term from two (2) years to four (4) years and replace the current limit of three two-year terms with a maximum of two four-year terms?

Commented [ST21]: 2.24.26 motion - consensus for cleanup re statutory reference

Commented [ST22]: 2.24.26 motion - consensus to change audit deadline

Commented [ST23]: 2.24.26 motion - consensus for further discussion of 4 year mayoral term, including time at which it becomes effective.

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YES [ ]

NO [ ]

AMEND CHARTER TO MODIFY COMMISSION DISTRICT BOUNDARY PROVISIONS

The Charter currently sets standards and procedures for establishing and adjusting commission district. The proposed amendment would delete those standards and procedures and instead define the northern and southern commission districts by reference to the district boundaries adopted in 2004, with the boundary between districts separated by the portion of the Village of Sea Ranch Lakes bordering the Atlantic Ocean.

Shall the Charter be amended to define commission districts using the 2004 adopted boundaries?

YES [ ]

NO [ ]

INCORPORATE STATE ELECTION LAW INTO THE CHARTER

The proposed amendment would provide that all general laws of the State of Florida governing municipal elections apply to the Town. This change promotes uniformity, administrative clarity, and consistency with state election requirements.

Shall the Charter incorporate Florida election laws governing municipal elections?

YES [ ]

NO [ ]

UPDATE PUBLIC NOTICE REQUIREMENTS

The Charter currently requires certain notices to be published in a newspaper of general circulation. State law now allows legal notices

Commented [ST24]: 2.24.26 motion - Consensus to retain the district boundaries, but revise the language so that the current boundary is the permanent boundary

Commented [ST25]: 2.24.26 motion - consensus on adopting state laws

Commented [ST26]: 2.24.26 motion - consensus on changes to notice

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to be published on publicly accessible websites. The proposed amendment would update the Charter to reflect current law and Town practice.

Shall the Charter be amended to allow notices on publicly accessible websites?

YES [ ]

NO [ ]

Section 5. Vote at Polls. Balloting shall be conducted between the hours of 7 A.M. and 7 P.M. on the date of the election, and early and absentee balloting shall also be permitted as provided in conjunction with the general election. Polling places shall be those polling places provided for the general election for the electors of the Town, pursuant to applicable laws. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote. The Town Clerk is authorized to obtain any necessary election administration services from the Broward County Supervisor of Elections. The County registration books shall remain open at the Office of the Broward County Supervisor of Elections office until October, 2026, as provided by law, at which date the registration books shall close in accordance with the provisions of the general election laws. The Town Clerk and the Broward County Supervisor of Elections are hereby each authorized to take all appropriate action necessary to carry into effect and accomplish the electoral provisions of this Ordinance. This Charter Amendment election shall be canvassed by the County Canvassing Board unless otherwise provided by law.

Section 6. Notice of Special Election. Notice of said special election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Town, or publication on the county's website as provided in Section 50.0311, the municipality's

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website, or the supervisor's website, at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, September 27, 2026), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, October 11, 2026), and shall be in substantially the following form:

"NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT, PURSUANT TO ORDINANCE NO. 2026- ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA (THE "TOWN"), A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN, IN CONJUNCTION WITH THE GENERAL ELECTION, ON TUESDAY, THE 3RD DAY OF NOVEMBER 2026, BETWEEN THE HOURS OF 7 A.M. AND 7 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN:

~~EXTEND CANDIDATE RESIDENCY REQUIREMENT FROM SIX MONTHS TO TWELVE MONTHS~~

~~The Charter currently requires candidates for Mayor Commissioner or Commissioner to reside in the district in which he or she is domiciled for at least six (6) months immediately prior to qualifying for office. The proposed amendment would extend the minimum residency requirement to twelve (12) months and make corresponding updates throughout the Charter to ensure consistency.~~

~~Shall the Charter be amended to require twelve (12) months of district residency for candidates?~~

CLARIFY TIMEFRAMES FOR CERTIFICATION OF CITIZEN PETITIONS REPEALING OR AMENDING ORDINANCES

The Charter currently establishes short timeframes for certifying citizen-initiated petitions for the repeal or amendment of ordinances. The proposed amendment would extend certification deadlines and

Commented [ST27]: 2.24.26 motion - consensus to retain the six month residency requirement

Commented [ST28]: 2.24.26 motion - direction to return for a second review of this issue

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clarify whether time periods are measured in calendar days or business days.

Shall the Charter amend petition certification deadlines and clarify time calculations?

YES [ ]

NO [ ]

COMPREHENSIVE CHARTER CLEANUP AND TECHNICAL CORRECTIONS

The proposed amendment would revise the Charter to correct scrivener's errors, improve clarity, resolve timeline inconsistencies, and update references to reflect current Florida law.

Shall the Charter be amended to correct errors and update technical provisions?

YES [ ]

NO [ ]

AMEND CHARTER TO EXTEND ANNUAL FINANCIAL AUDIT DEADLINE

Shall the Town Charter be amended to extend the deadline for submission of the Town's annual financial audit from six (6) months to nine (9) months, consistent with state law?

YES [ ]

NO [ ]

AMEND CHARTER TO ESTABLISH FOUR-YEAR MAYORAL TERMS

The Charter currently provides for two-year terms for the Mayor-Commissioner, with a maximum of three terms. The proposed amendment would increase the term length to four (4) years and limit the Mayor to a maximum of two (2) terms.

Commented [ST29]: 2.24.26 motion - consensus for cleanup re statutory reference

Commented [ST30]: 2.24.26 motion - consensus to change audit deadline

Commented [ST31]: 2.24.26 motion - consensus for further discussion of 4 year mayoral term, including time at which it becomes effective.

DRAFT

Shall the Charter be amended to increase the Mayor's term from two (2) years to four (4) years and replace the current limit of three two-year terms with a maximum of two four-year terms?

YES [ ]

NO [ ]

AMEND CHARTER TO MODIFY COMMISSION DISTRICT BOUNDARY PROVISIONS

The Charter currently sets standards and procedures for establishing and adjusting commission district. The proposed amendment would delete those standards and procedures and instead define the northern and southern commission districts by reference to the district boundaries adopted in 2004, with the boundary between districts separated by the portion of the Village of Sea Ranch Lakes bordering the Atlantic Ocean.

Shall the Charter be amended to define commission districts using the 2004 adopted boundaries?

YES [ ]

NO [ ]

INCORPORATE STATE ELECTION LAW INTO THE CHARTER

The proposed amendment would provide that all general laws of the State of Florida governing municipal elections apply to the Town. This change promotes uniformity, administrative clarity, and consistency with state election requirements.

Shall the Charter incorporate Florida election laws governing municipal elections?

YES [ ]

NO [ ]

Commented [ST32]: 2.24.26 motion - Consensus to retain the district boundaries, but revise the language so that the current boundary is the permanent boundary

Commented [ST33]: 2.24.26 motion - consensus on adopting state laws

DRAFT

UPDATE PUBLIC NOTICE REQUIREMENTS

Commented [ST34]: 2.24.26 motion - consensus on changes to notice

The Charter currently requires certain notices to be published in a newspaper of general circulation. State law now allows legal notices to be published on publicly accessible websites. The proposed amendment would update the Charter to reflect current law and Town practice.

Shall the Charter be amended to allow notices on publicly accessible websites?

YES [ ]

NO [ ]

Polling place information, the enabling Ordinance including the full text of the proposed Town Charter Amendments and the ballot question, are available at the office of the Town Clerk, located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308.

_____

Town Clerk

Section 7. Copies. Copies of this Ordinance proposing the Charter Amendments are on file at the offices of the Town Clerk located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308, and are available for public inspection during regular business hours.

Section 8. Effectiveness. The Charter Amendments provided for in Section 2 of this Ordinance shall become effective if the majority of the qualified electors voting on the Charter Amendments described in the ballot summary of Section 4 of this Ordinance, vote for its adoption. The Charter Amendments shall be considered adopted and effective upon certification of the election results. Following adoption of the Charter Amendments, the Town Clerk shall incorporate the adopted Charter Amendments into the Town Charter and shall file the revised Town Charter with the Office of the Secretary of State as required by Section 166.031, Florida Statutes.

DRAFT

Section 9. Inclusion in the Town Charter. Subject to the requirements of Section 8 above, it is the intention of the Town Commission and it is hereby provided that the Charter Amendments shall become and be made a part of the Charter of the Town of Lauderdale-By-The-Sea, Florida, and that the Sections of this Ordinance may be renumbered or relettered to accomplish such intention.

Section 10. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 11. Effective Date of Ordinance. This Ordinance shall become effective immediately upon adoption hereof on second reading.

PASSED AND ADOPTED on First Reading this _____th day of _____, 2026.

PASSED AND FINALLY ADOPTED on Second Reading this _____nd day of _____, 2026.

_____
MAYOR EDMUND MALKOON

	First Reading	Second Reading
Mayor Malkoon	_____	_____
Vice-Mayor Strauss	_____	_____
Commissioner Graziano	_____	_____
Commissioner DeNapoli	_____	_____
Commissioner Poulopoulos	_____	_____

ATTEST:

DRAFT

_____
Courtney Easley, Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

DRAFT

Agenda Item No: 12.c.

Town Commission Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Susan Trevarthen, Town Attorney
Submitting Department: Legal
Item Type: Action Item
Agenda Section:OLD BUSINESS

Subject Title: Charter Review Additional Commission Discussion Items

Explanation: The prior agenda item, Item 12.b., is the same agenda item carried over from the March 10, 2026 Town Commission agenda. It summarizes the Commission discussion at its February 24 meeting, frames the remaining open issues for discussion, and includes the proposals that Commissioner DeNapoli handed out at that meeting. For clarity and to avoid the need for re-review, it has not been revised since the March 10 agenda.

This separate agenda item contains the additional input received after March 10 from Commissioner DeNapoli on the charter amendments. Specifically, he has provided two proposals for the Commission's consideration: one proposal provides an alternative approach to revising Sections 6.1 and 6.3 regarding the mayoral term of office and term limit issues, and the other revises Section 6.6 and 6.7 of the Charter as they relate to forfeiture of office.

Both items relate to Commission proposals to amend the Town Charter, so the Commission will likely wish to discuss the substance of 12.b. and 12.c. together.

Recommendation: Consideration of the two proposals as part of the overall consideration of the recommendations of the Charter Review Board and the Commission's ideas for additional changes.

Exhibits:
1. Charter Sections 6.1 and 6.3 Mayor and Commissioner Term limits proposed by Commissioner DeNapoli 3.19.26 v2
2. Charter Section 6.6 and 6.7 revisions proposed by Commissioner DeNapoli 3.19.26

March 19, 2026 Submission from Commissioner DeNapoli
Proposed Alternative Revisions to Charter re Mayoral Term of Office and Term Limits
Affecting Charter Sections 6.1 and 6.3 and Creating a New Section 6.3(7)

This is another version of the Charter Review Board's proposal for a four-year Mayor term for discussion. Note that the proposal I handed out at the February 24 Commission meeting making the change effective in 2028 is quoted in the Agenda Memo discussion of Item 12.b. The language shown below is similar but updated, and provided as another potential option for the prior proposal.

It proposes that the four-year term would become effective in 2028, and also includes language that would align municipal term limits with those of the state offices, calling for no more than eight (8) consecutive years in any one office. It also provides the election date alignment language previously discussed.

New proposals are shown in **bolded underline** or ~~**strike through**~~ font.

Sec. 6.1. - Mayor-Commissioner and Commissioners; term of office; election; transition.

(1) Beginning with the regular election to be held on the second Tuesday in the month of March, 2008, and every two (2) years thereafter, a Mayor-Commissioner shall be elected for a term of two (2) years until his successor is elected and qualifies. **Commencing with the regular election of the Town held in November 2028, and continuing with successive elections at intervals of four (4) years thereafter, a Mayor-Commissioner shall be elected for a term of four (4) years until their successor is elected and sworn in.**

Sec. 6.3. - Qualifications of members of Town Commission.

(1) To be eligible to hold the office of Mayor-Commissioner or Commissioner of the Town of Lauderdale-By-The-Sea, or to qualify for candidacy for Mayor-Commissioner or Commissioner, the individual shall be a bona fide resident and citizen of the Town of Lauderdale-By-The-Sea, shall have resided in the said town for the six (6) months immediately preceding the date of election, shall be a registered voter pursuant to Florida law, and shall be otherwise qualified as provided for in the Charter.

(2) **Term limits for Town Commissioner.**

(a) No person may ~~**be a candidate**~~ **appear on the ballot** for **re-election to the office of Town** Commissioner ~~**nor may be appointed to fill a vacancy as a Commissioner,**~~ **if, by the end of the current term of office,** that person **will have served, or but for resignation would have served, in that office for eight (8) consecutive years** ~~**has served during both of the two preceding consecutive Commission terms for that seat as a Commissioner, or a Mayor-Commissioner or both, without a two year break in service**~~**.**

(b) No person may be appointed to fill a vacancy in the office of Town Commissioner if that person would be ineligible to appear on the ballot for re-election to that office under this section at the time the appointment would take effect.

(3) Term limits for Mayor-Commissioner.

(a) No person may ~~be a candidate~~ appear on the ballot for re-election to the office of Mayor-Commissioner, ~~nor may be appointed to fill a vacancy as the Mayor-Commissioner,~~ if, by the end of the current term of office, that person will have served, or but for resignation would have served, in that office for eight (8) consecutive years ~~has served during each of the three preceding consecutive Mayor-Commissioner terms as a Mayor-Commissioner~~.

(b) No person may be appointed to fill a vacancy in the office of Mayor- Commissioner if that person would be ineligible to appear on the ballot for re-election to that office under this section at the time the appointment would take effect.

(4) Service of one year or less of a term by a person who had not previously served as either a Commissioner or Mayor-Commissioner shall not be considered for purposes of term limits.

(5) Service for purposes of term limits shall be determined as of the time the person would take office.

(6) ~~No person may be a candidate for Mayor-Commissioner or Town Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner or Town Commissioner, if that person has consecutively served fourteen (14) years in any combination of offices without a two year break in service.~~ Service as Mayor-Commissioner and service as Town Commissioner shall be considered service in separate offices for purposes of this section.

(7) Election Date Alignment; Service Credit Clarification. ***(Added in its entirety)***

Notwithstanding any other provision of this Charter, the extension or adjustment of any elected official's term of office resulting from the Town's change of municipal election dates from March to November in 2024 shall be deemed solely for the purpose of aligning the Town's election cycle.

Any additional months served as a result of such alignment shall not:

(a) be considered a separate term;

(b) be deemed to constitute the commencement of a new term;

(c) be counted for purposes of calculating term limits; or

(d) require or trigger a special election.

Service during such alignment period shall be treated as part of the originally elected term.

March 19, 2026 Submission from Commissioner DeNapoli
Proposed Alternative Revisions to Charter re Mayoral Term of Office and Term Limits
Affecting Charter Sections 6.1 and 6.3 and Creating a New Section 6.3(7)

CLEAN VERSION:

Sec. 6.1. - Mayor-Commissioner and Commissioners; term of office; election; transition.

(2) Beginning with the regular election to be held on the second Tuesday in the month of March, 2008, and every two (2) years thereafter, a Mayor-Commissioner shall be elected for a term of two (2) years until his successor is elected and qualifies. Commencing with the regular election of the Town held in November 2028, and continuing with successive elections at intervals of four (4) years thereafter, a Mayor-Commissioner shall be elected for a term of four (4) years until their successor is elected and sworn in.

Sec. 6.3. - Qualifications of members of Town Commission.

(1) To be eligible to hold the office of Mayor-Commissioner or Commissioner of the Town of Lauderdale-By-The-Sea, or to qualify for candidacy for Mayor-Commissioner or Commissioner, the individual shall be a bona fide resident and citizen of the Town of Lauderdale-By-The-Sea, shall have resided in the said town for the six (6) months immediately preceding the date of election, shall be a registered voter pursuant to Florida law, and shall be otherwise qualified as provided for in the Charter.

(2) Term limits Town Commissioner.

(a) No person may appear on the ballot for re-election to the office of Town Commissioner if, by the end of the current term of office, that person will have served, or but for resignation would have served, in that office for eight (8) consecutive years.

(b) No person may be appointed to fill a vacancy in the office of Town Commissioner if that person would be ineligible to appear on the ballot for re-election to that office under this section at the time the appointment would take effect.

(3) Term limits Mayor-Commissioner.

(a) No person may appear on the ballot for re-election to the office of Mayor-Commissioner if, by the end of the current term of office, that person will have served, or but for resignation would have served, in that office for eight (8) consecutive years.

(b) No person may be appointed to fill a vacancy in the office of Mayor- Commissioner if that person would be ineligible to appear on the ballot for re-election to that office under this section at the time the appointment would take effect.

(4) Service of one year or less of a term by a person who had not previously served as either a Commissioner or Mayor-Commissioner shall not be considered for purposes of term limits.

(5) Service for purposes of term limits shall be determined as of the time the person would take office.

(6) Service as Mayor-Commissioner and service as Town Commissioner shall be considered service in separate offices for purposes of this section.

(7) Election Date Alignment; Service Credit Clarification. Notwithstanding any other provision of this Charter, the extension or adjustment of any elected official's term of office resulting from the Town's change of municipal election dates from March to November in 2024 shall be deemed solely for the purpose of aligning the Town's election cycle.

Any additional months served as a result of such alignment shall not:

(a) be considered a separate term;

(b) be deemed to constitute the commencement of a new term;

(c) be counted for purposes of calculating term limits; or

(d) require or trigger a special election.

Service during such alignment period shall be treated as part of the originally elected term.

March 19, 2026 Submission from Commissioner DeNapoli
Proposed New Ballot Question for Revisions re Forfeiture of Office
Affecting Charter Sections 6.6 and 6.7

This Charter amendment clarifies when and how a Commission member or the Mayor-Commissioner can be removed from office by updating vague terms with clear, objective criteria tied to state law and court determinations, while preserving strong local safeguards like the existing unanimous vote requirement.

Ballot Question

Ballot Title (6 words):

"Clarifying Standards for Forfeiture of Office"

Ballot Summary (74 words):

Shall the Town Charter be amended to clarify the standards for forfeiture of office of Commission members by: tying qualifications to existing Charter provisions; requiring ethics violations resulting in removal to be determined by the Florida Commission on Ethics under state law; requiring incapacity to serve to be supported by medical certification and a court order; and maintaining the requirement that discretionary forfeiture decisions be approved by unanimous vote of the remaining Commissioner members?

Revisions to Charter Sections 6.6 and 6.7 Proposed by Ballot Question
(New proposals are shown in bolded underline or ~~strike through~~ font)

Section 6.6 – Forfeiture of Office

A Commission member, or the Mayor-Commissioner, is subject to penalties including forfeiture of office if **~~the person~~**:

(1) **~~Lacks, at any time during a term of office, any qualification for the office prescribed by this Charter or general law;~~**
The Commissioner or Mayor-Commissioner no longer meets any of the qualifications explicitly listed in Sections 6.3 and 6.4 of this Charter, including but not limited to: bona fide residency in the Town for the required period, status as a registered voter, and term limit restrictions;

(2) **~~Violates any standard of conduct or code of ethics established by law for public officials;~~** **The Florida Commission on Ethics issues a final order, after exhaustion of all appeals, that the Commissioner or Mayor-Commissioner has violated the Florida**

Code of Ethics for Public Officers and Employees and imposes removal from office under applicable state law;

(3) **The Commissioner or Mayor-Commissioner ~~his~~** convicted of a felony while in office;

(4) **The Commissioner or Mayor-Commissioner ~~Ffails~~** to attend four (4) consecutive regular meetings of the Town Commission without being excused by the Town Commission by formal action entered upon the minutes; or

(5) ~~**Becomes incapable of performing the duties of the office for a period of more than three (3) months.**~~ **The Commissioner or Mayor-Commissioner becomes physically or mentally incapable of performing the essential duties of the office for a continuous period exceeding three (3) months, as certified by a licensed medical professional, and confirmed by a final order of a court of competent jurisdiction.**

~~**In all circumstances arising under this section, the Town Commission shall be the judge of its own membership.**~~

In all matters under this Section, except in granting excused absences or where removal is mandated by the Florida Commission on Ethics or a court order, the Town Commission shall act by unanimous vote of the remaining members. The Commissioner or Mayor-Commissioner subject to potential forfeiture shall not vote on any matter pertaining to their own removal.

Nothing in this section shall be construed to limit the authority of the Governor under the Florida Constitution to suspend or remove a municipal officer.

Section 6.7 – Forfeiture Hearing and Process

A member of the Town Commission charged with conduct constituting grounds for forfeiture of ~~**his**~~ office shall be entitled to a public hearing on demand, and notice of such hearing shall be published ~~in one or more newspapers of general circulation in the Town~~***** at least thirty days before the scheduled hearing in accordance with F.S. Ch. 50, or any other method of publication expressly authorized by Florida law and consistent with the Town Charter, or any other applicable authority.***** ~~**The Town Commission shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a Commissioner's or Mayor-Commissioner's office, including whether or not good cause for absence has been, or may be, established.**~~
For matters not automatically imposed by state law or a court order, the Town Commission shall conduct the hearing and act as the adjudicating body. The Commissioner **or Mayor-**

Commissioner in question shall have the burden of establishing good cause for absence; provided, however, that any Commissioner **or Mayor-Commissioner** may at any time during any duly held meeting move to establish good cause for his or her absence or the absence of any other Commissioner **or Mayor-Commissioner**, from any past, present, or future meeting(s), which motion, if carried, shall be conclusive. A Commissioner **or Mayor-Commissioner** ~~**whose qualifications are in question, or**~~ who is ~~**otherwise**~~ subject to **a** forfeiture **hearing of**~~**f**~~**or** his/her office, shall not vote on any such matters. Any ~~**final determination**~~ **discretionary forfeiture** by the Town Commission that a Commissioner or the Mayor-Commissioner has forfeited his or her office shall be made by resolution approved by a unanimous vote of the remaining members of the Town Commission. All votes and other acts of the Commissioner **or Mayor-Commissioner** in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture. **For state or court-mandated removals, the Town Commission shall implement the removal without vote.**

***** These unbolded changes are already proposed in the main agenda item.

Agenda Item No: 13.a.

Town Commission Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Ken Rubach, Town Manager
Submitting Department: Administration
Item Type: Action Item
Agenda Section:NEW BUSINESS

Subject Title: Broward League of Cities Board of Director Appointments

Explanation: In accordance with the Broward League of Cities By-Laws, each municipality must appoint a Director, Alternate, and Second Alternate to represent the Town at Board of Directors and General Membership meetings. These representatives are responsible for attending meetings, voting on League matters, communicating actions and issues with their respective municipalities, and bringing forward matters of collective importance. If the Director is unable to attend a meeting, the Alternate is authorized to participate and vote, and if the Alternate is unavailable, the Second Alternate may attend and vote in their place. The selected appointments will be forwarded to the Broward League of Cities for confirmation.

Recommendation: Staff requests that the Commission select and appoint the Town's Director, Alternate, and Second Alternate.

Exhibits:
1. 2026-2027 Board Member Request

MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: February 24, 2026
Re: 2026-27 Board of Director Appointments

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.

- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.

- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 17, 2026**. The term will begin on May 30, 2026, where members will be sworn in at the 69th Annual Gala at Margaritaville. The term will end in May of 2027.

Please forward the information below to scochrane@browardleague.org.

==========

Municipality: _____

Commissioner/Council Appointments:

Director: _____

Alternate: _____

Second Alternate: _____

2025-2026 OFFICERS
President Denise Horland
Councilmember, Plantation
First Vice President Joyce Davis
Mayor, Dania Beach
Second Vice President Neil Kerch
Commissioner, Sunrise
Treasurer Traci Callari
Commissioner, Hollywood

DIRECTORS
Immediate Past President Felicia Brunson
Mayor, West Park
Past President Todd Drosky
Mayor, Deerfield Beach
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Jim Allbritton
Councilmember, Southwest Ranches
Pamela Beasley-Pittman
Commissioner, Fort Lauderdale
Heather Berman
Commissioner, Hillsboro Beach
Samson Borgelin
Mayor, North Lauderdale
Slava Borshchukov
Councilmember, Sea Ranch Lakes
John Brodie
Commissioner, Coconut Creek
Anthony Caggiano
Commissioner, Margate
Tycie Causwell
Vice Mayor, Lauderdale Lakes
Kicia Daniel
Commissioner, Tamarac
Beam Furr
Mayor, Broward County
Aisha Gordon
Commissioner, Oakland Park
Denise Grant
Mayor, Lauderhill
Jeremy Katzman
Commissioner, Cooper City
Edmund Malkoon
Mayor, Lauderdale-by-the-Sea
Everett Marshall, III
Commissioner, Lighthouse Point
Henry Mead
Vice Mayor, Weston
Wayne Messam
Mayor, Miramar
Nancy Metayer Bowen
Vice Mayor, Coral Springs
Erik Morrissette
Acting Clerk Commissioner, Pembroke Park
Tom Plaut
Commissioner, Deerfield Beach
Maria Rodriguez
Commissioner, Pembroke Pines
Paul Rolli
Commissioner, Wilton Manors
Rhonda Sigerson-Eaton
Commissioner, Pompano Beach
Joy Smith
Vice Mayor, West Park
Rich Walker
Mayor, Parkland

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, PA
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochrane
Deputy Executive Director

Governmental Center, Suite 122
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.357.73
Internet: www.browardleague.org

2025-2026 Board Meeting Attendance

	9/4/2025	11/6/2025	12/11/2025	1/8/2026	2/5/2026
Denise Horland	X	X	X	X	X
Joyce Davis	X	X	X	X	X
Traci Callari	(EXC.)	X	X	(EXC.)	(EXC.)
Felicia Brunson	X	X	(EXC.)	X	X
Todd Drosky	(EXC.)	(EXC.)	X	(EXC.)	(EXC.)
Susan Starkey	X	X	X		X
Joy Cooper	(EXC.)	(EXC.)		X	
Jim Allbritton	(EXC.)	X	(EXC.)	X	X
Pamela Beasley-Pittman	X	X	X	X	X
Heather Berman	(EXC.)		X	(EXC.)	(EXC.)
Samson Borgelin	X	X		X	X
Slava Borshchukov	X	(EXC.)		(EXC.)	(EXC.)
John Brodie	X		(EXC.)	X	
Anthony Caggiano	X	X	X	X	X
Tycie Causewell	X		X	X	
Kicia Daniel					X
Beam Furr	(EXC.)	(EXC.)			
Aisha Gordon	X			X	
Denise Grant				X	X
Jeremy Katzman	X	X		(EXC.)	(EXC.)
Neil Kerch	X	X	X	X	X
Edmund Malkoon	(EXC.)	(EXC.)	X		
Everett Marshall	X	X	X	X	X
Henry Mead	X	X	X	(EXC.)	(EXC.)
Wayne Messam					
Nancy Metayer Bowen	(ALT.)	X	(EXC.)	(EXC.)	(EXC.)
Erik Morrissette	X		(EXC.)		
Tom Plaut	X	X	X	X	X
Maria Rodriguez	X	(EXC.)	(EXC.)	X	X
Paul Rolli	X	X	(EXC.)	(EXC.)	(EXC.)
Rhonda Sigerson Eaton	X	X	(EXC.)		
Joy Smith		X	X	(ALT.)	(ALT.)
Rich Walker	X	X	X	X	X
			X = Attendance		
			(ALT.) = Alternate Attended		
			(EXC.) = Excused Absence		
			Gray= Absence		

Agenda Item No: 18.a.

Town Commission Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Ken Rubach, Town Manager
Submitting Department: Administration
Item Type: Resolution
Agenda Section:RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2026-05: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY- THE- SEA, FLORIDA, APPROVING THE AGREEMENT WITH MATRIX CG INC. D/B/A MATRIX CONSULTING GROUP, LTD. FOR PROFESSIONAL CONSULTING SERVICES TO CONDUCT A STUDY ON THE FORMATION OF A TOWN FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DEPARTMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: In 2021, the Town utilized Matrix Consulting Group, Ltd. ("Matrix") to perform an audit on the staffing levels, equipment needs, and training requirements of the Volunteer Fire Department. In addition, another component of the study was to perform a space needs analysis for fire rescue services, emergency medical services, and policing services provided by the Broward Sheriff's Office (BSO). The Town utilized Matrix again in 2022 to perform an analysis of the Fire Assessment Fee. Staff found that Matrix provided both valuable and insightful reports in both cases.

Earlier this year, the Commission directed Staff to look into the possibility of performing a study to assess the costs, staffing, and other impacts associated with the formation of a Town Fire Rescue/EMS Department. Town staff then reached out to Matrix due to our prior working relationship and its expertise in this area. The cost to perform the study is $30,000. The study would consist of the following items listed below and, if approved, would take approximately 14 weeks to complete.

Kickoff: The project team from Matrix ("Project Team") will meet with Town staff to understand any changes in staffing and deployment that have occurred since the 2022 Public Safety Study.

Data Collection & Stakeholder Input: The Project Team will gather updated data related to the current organization, staffing, deployment, workloads, and performance of fire rescue/EMS service delivery in the Town by Pompano Beach. This will include the most current three (3) years of CAD data. The Project Team will also meet with appointed and elected Town officials and with leadership from Pompano Beach to understand the Town’s desired service levels and

any issues that have arisen with regard to the current delivery of fire rescue/EMS services.

Current State: The Project Team will develop an updated report illustrating the current performance of fire rescue/EMS services provided by the Pompano Beach Fire Department and outlining the current capital assets and equipment owned by the Town.

Municipal FD Assumptions: The Project Team will develop assumptions for forming a municipal fire rescue/EMS department, outlining assumptions related to such formation, organizational design, impacts on other Town departments, staffing needs, and costs, including indirect costs, apparatus and equipment costs, and five-year financial projections for operating the municipal fire rescue/EMS department.

Implementation: The Project Team will develop an implementation plan and timeline for forming the municipal fire rescue/EMS department.

Draft/Final Report: The study will culminate with the development of a draft report that will be submitted for review by the Town. Once edits are completed, the Project Team will present the findings to the Town Commission as desired.

While this is not a budgeted item as the notice of cancellation of the contract from Pompano Beach was unexpected, funds can be utilized from the Fire Fund as well as from the General Fund from the contractual and professional services line items in both the Administration Department as well as the General Government Department.

Recommendation: Approve Resolution 2026-35: Approving the Agreement with Matrix CG Inc. d/b/a Matrix Consulting Group, Ltd. for professional consulting services to conduct a study on the formation of a Town Fire Rescue/EMS Department and authorizing the Town Manager to execute the agreement.

Exhibits:
1. Resolution 2026-05 Matrix PSA
2. Professional Services Agreement_Matrix
3. LBTS Fire Feasibility Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MATRIX C G INC. D/B/A MATRIX CONSULTING GROUP LTD FOR PROFESSIONAL CONSULTING SERVICES TO UNDERTAKE A STUDY OF THE FORMATION OF A TOWN FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DEPARTMENT; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, in 2021, the Town of Lauderdale-By-The-Sea (the "Town") utilized Matrix C G Inc. d/b/a Matrix Consulting Group LTD, a California corporation authorized to do business in Florida **("**Consultant") to perform an audit of the Town's Volunteer Fire Department; and

WHEREAS, in 2022, the Town again utilized Consultant to perform an analysis of the Fire Assessment Fee;

WHEREAS, the Town now desires to engage a Consultant to undertake a study to provide an assessment and existing conditions analysis of the development of staffing, equipment, and costs estimates and timelines for forming an independent Town Fire Rescue And Emergency Medical Services Department (the "Services"); and

WHEREAS, the Interim Town Manager has negotiated the agreement attached hereto as Exhibit "1" (the "Agreement") with the Consultant for the Services and the Town Commission wishes to approve the Agreement; and

WHEREAS, the Town Commission finds that it is in the best interests of the Town to proceed as indicated in this Resolution and approve the Agreement with the Consultant for the Services.

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

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

Section 2. Approval. The Town Commission hereby approves the Agreement with the Consultant for the Services.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement with the Consultant, in substantially the form attached hereto as Exhibit "1," subject to the final approval of the Town Attorney as to form, content, and legal sufficiency.

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

PASSED AND ADOPTED this _____ day of March, 2026.

_____
Mayor Edmund Malkoon

Attest:

_____
Courtney Easley, Acting Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

61 **Exhibit “1”**

TOWN OF LAUDERDALE-BY-THE-SEA

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into as of _____ ("Effective Date"), by and between the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation (the "Town") and **Matrix C G Inc. d/b/a Matrix Consulting Group LTD, a California corporation authorized to do business in Florida**, ("Consultant").

RECITALS:

WHEREAS, in 2021, the Town utilized Consultant to perform an audit of the Town's Volunteer Fire Department; and

WHEREAS, in 2022, the Town again utilized Consultant to perform an analysis of the Fire Assessment Fee;

WHEREAS, the Town now desires to engage Consultant to provide an assessment and existing conditions analysis of the development of staffing, equipment, and cost estimates and timelines for forming an independent Town Fire Rescue and Emergency Medical Services Department; and

WHEREAS, the Consultant will perform the services on behalf of the Town, all as further set forth in the Proposal dated August 5, 2025, attached hereto as Exhibit A (the "Proposal"); and

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon a fee for the services, and 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.**

1.1 The Consultant shall perform the services described in the Proposal attached hereto and incorporated herein by reference as Exhibit A (the "Services").

1.2 Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town. All Deliverables shall be the sole and exclusive property of the Town, and shall be provided to the Town upon request and upon termination or expiration of this Agreement.

2. **Term.** This Agreement shall commence on the Effective Date until successful completion of the Deliverables and include a Draft Report submitted for review by the Town within 14 weeks of the Effective Date, edits and completion of edits undertaken subsequently thereto, as needed, which culminate in a Final Report and presentation of findings to the Town Commission, as desired, unless the Agreement is terminated earlier as provided in Section 7 of this Agreement.

3. **Compensation.** Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit A, in a total amount not to exceed $30,000.00, inclusive of all project expenses. Consultant shall deliver an invoice to the Town at the end of each month based upon the percentage of work completed for each task invoiced. The Town shall pay the Consultant within 30 days of receipt of an approved invoice in accordance with the Florida Prompt Payment Act.

4. **Consultant's Responsibilities; Representations and Warranties.**

4.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances.

4.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional manner.

4.3 The Consultant represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

5. **Ownership and Access to Books and Records.**

5.1 Consultant acknowledges and agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which are conceived, developed or made by Consultant in connection with or arising out of the Services during the term of this Agreement ("Work Product") belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

5.2 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 9. The Town shall have the right to audit the books and records of Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Consultant based upon such entry.

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. **Insurance.**

8.1 Consultant shall secure and maintain, at its own expense and throughout the term of this Agreement, insurance coverage of such types and in such amounts not less than those specified below, naming the Town, its officials, employees, and agents as Additional Insureds, as applicable to the coverage provided. All required insurance policies shall be issued by companies authorized to do business in the State of Florida and have a Best's rating of B+ or better. Consultant shall furnish the Town with certificates of insurance evidencing the required coverages prior to commencement of Services and upon any renewal. Policies shall not be canceled or materially modified without thirty (30) days' prior written notice to the Town. The Town reserves the right to request proof of any required insurance coverage at any time during the term of the Agreement.

8.1.1 ☒**Comprehensive General Liability Insurance**—$1,000,000 per occurrence; $2,000,000 aggregate. Must include coverage for property damage, personal injury, contractual liability, completed operations, products liability, and independent contractors.

8.1.2 ☒**Workers' Compensation Insurance**—Statutory coverage in accordance with Florida law.

8.1.3 ☒**Comprehensive Automobile Liability Insurance**—$1,000,000 per occurrence; includes hired and non-owned vehicle liability.

8.1.4 ☒**Professional Liability Insurance**—$1,000,000 per claim, on a claims-made basis.

8.1.5 ☐**Insurance Coverage as Required by Law**—Consultant shall maintain only those insurance policies required by applicable law. No certificate of insurance required unless requested by the Town.

8.2 The Town Manager, or designee, may approve modifications to the insurance requirements set forth in this Section 8, including adjustments to coverage types, limits, or other conditions, without the need for a formal amendment to this Agreement, as deemed appropriate for the nature of the services provided.

9. **Chapter 119 (Public Records).**

9.1 In accordance with Chapter 119, Florida Statutes, 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.

9.2 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.

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

9.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the 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.

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

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.

10. **Ethics.**

10.1 Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

10.2 No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

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

10.4 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.

11. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

11.1 **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

11.2 **Scrutinized Companies.** Consultant 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, Florida Statues, the Town may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, 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, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

11.3 **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify.

By entering into this Agreement, the 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.

11.4 **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.

11.5 **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.

12. **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.

13. **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.

14. **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.

15. **Governing Law; 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.

16. **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.

17. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

18. **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.

19. **Assignment and Changes.** Consultant may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto, unless otherwise stated herein.

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

21. **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:
Alan D. Pennington
President
Matrix C G Inc. d/b/a Matrix Consulting Group LTD,
1875 S. Grant Street, Suite 960
San Mateo, CA 94402

[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	MATRIX C G INC. D/B/A MATRIX CONSULTING GROUP LTD, A CALIFORNIA CORPORATION AUTHORIZED TO DO BUSINESS IN FLORIDA
By: _____ Ken Rubach, Town Manager	By: _____ Name: _____ Title: _____

Attest: _____
Courtney Easley,Acting Town Clerk

Approved as to Form and Legal Sufficiency:

_____
Town Attorney Susan L. Trevarthen

PROPOSAL TO CONDUCT THE COST STUDY FOR THE IMPLEMENTATION OF A MUNICIPAL FIRE RESCUE DEPARTMENT

MARCH 16, 2026

LAUDERDALE BY THE SEA, FLORIDA

MATRIX
CONSULTING GROUP

Ken Rubach
Lauderdale-By-The-Sea
Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Dear Mr. Rubach:

Matrix Consulting Group, Ltd., is pleased to submit our proposal to assist the Town in developing staffing, equipment, and cost estimates for forming a Town Fire Rescue Department. We understand that the Town currently contracts with the City of Pompano Beach for Fire Rescue Protection services, and the City has notified the Town that it does not plan to renew the contract.

Our fire and emergency medical service analytical experience includes over 400 projects nationwide, including our previous work for the Town of Lauderdale By The Sea.

A review of our services, experience, and qualifications shows that Matrix Consulting Group is highly qualified, given its extensive experience evaluating fire operations, emergency medical services, management, and resource deployments.

As the firm's President, I am authorized to represent the firm contractually and execute any service agreement. Robert Finn, a Vice President, can provide any additional information you may need during the evaluation period. We can be reached at the address and phone number below or via email at apennington@matrixcg.net and rfinn@matrixcg.net.

ALAN D. PENNINGTON
President, Matrix Consulting Group, Ltd.

MATRIX CONSULTING GROUP
1875 S Grant Street, Suite 960
San Mateo, CA 94402
650-858-0507

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QUALIFICATIONS & RELEVANT EXPERIENCE

This section of our proposal includes an overview of our firm, followed by highlights of our experience.

INTRODUCTION TO MATRIX CONSULTING GROUP, LTD.

Matrix Consulting Group, Ltd. is a management consulting firm dedicated to providing quality analytical, evaluation, support, and training assistance to local governments. Key elements of our approach to working with local governments in general and fire and EMS service agencies include:

- We were founded and incorporated in California in 2003. We currently have regional offices in Charlotte (NC), Dallas/Fort Worth Metroplex (TX), Edwardsville (IL), Irvine (CA), the Tampa (FL) area, Portland (OR), and Nova Scotia, Canada.
- We are specialists, not generalists. Each member of our proposed project team has experience conducting scores of fire and EMS studies. This includes several projects in Florida and elsewhere where the feasibility of forming a municipal fire department was evaluated. We have a dedicated public safety team of senior staff experienced in evaluating fire, emergency management, emergency communications, and public safety staffing and infrastructure needs.
- We maximize field time with our clients, typically devoting over half of our project budgets to obtaining client input through interviews and data collection.
- Since our founding in 2003, Matrix Consulting Group has worked with over 1,800 government agencies, conducting cost-of-service and management studies and providing recommendations on operations, improvements, and cost recovery. The market and service focus of our firm has always been financial, management, staffing, and operations analysis of local government. The following outlines the core services provided by our firm:

Administrative (HR, Finance, IT)	**Fire and EMS**
Community Development	Fleet Management
Corrections and Justice	Law Enforcement
Emergency Communications	Parks, Recreation, and Libraries
Financial Services	Public Works and Utilities

- We take pride in exceeding expectations in every project and have a strong commitment and record of helping our clients implement appropriate solutions to organizational and management issues.

EXPERIENCE

Since 2003, the firm has conducted over 1,800 studies, including projects for hundreds of public safety agencies in 46 states and Canada. Highlights of our experience are below.

RECENT PROJECTS

Our fire and EMS analytical experience includes over 400 projects throughout the country, including these sample studies (with Florida projects in **bold**):

Amesbury, Massachusetts
Anchorage, Alaska
Atherton, California
Augusta, Maine
Auburn, Maine
Barnstable, Massachusetts
Big Bear, California
Butte County, California
Clearwater, Florida
Coconut Creek, Florida
Dinuba, California
Dublin, California
Fort Lauderdale, Florida
Grants Pass, Oregon
Highland Beach, Florida
Hoboken, New Jersey
Indio, California
Jefferson County, Oregon
Keizer, Oregon
Los Banos, California
Mercer Island, Washington
Milwaukee, Wisconsin
Monrovia, California
Morro Bay, California
Napa, California
North County FPD, California
Pacific Grove, California
Peoria, Illinois
Plano, Texas
Portland, Oregon
Pueblo, Colorado
Red Bluff, California
Richmond, California
Sacramento, California
San Antonio, Texas
Sebastopol, California
Spokane, Washington
St. Petersburg, Florida
West Sacramento, California

Details about any project mentioned above are available upon request.

PROJECT APPROACH & METHODOLOGY

This section contains an overview of our project understanding, approach, and detailed work plan.

PROJECT UNDERSTANDING

The Town of Lauderdale By The Sea is exploring the feasibility of establishing its own municipal fire rescue department and is seeking expert guidance to inform this critical decision. The Town requires a comprehensive cost and feasibility study that evaluates the financial, operational, and organizational implications of creating a standalone department, compared with the current service delivery provided by the City of Pompano Beach for Fire Rescue Protection services.

The goal of the study is to provide Town leadership with a clear understanding of potential costs, staffing models, service delivery options, and long-term sustainability, and findings will serve as a foundation for informed, strategic decision-making regarding the future of fire protection and emergency response services in Lauderdale By The Sea.

GENERAL PROJECT APPROACH

Our philosophy in providing consulting services is to provide a customized approach to address our clients' unique issues. It needs to be conducted in a fact-based manner, utilizing our proven methodologies and analytical techniques as summarized in the following graphic:

1. A principal of the firm is involved in every aspect of each study. For this engagement, Robert Finn, Vice President, will serve in this role.
2. We approach our projects by gaining a firm grounding in formal and fact-based analytical methodologies.
3. Our projects have extensive input and interaction between the consultants and our clients' staff, management, policy makers, and external stakeholders.
4. We provide our clients not only with the right answers but also with practical solutions for implementing change.
5. We engage regularly with our clients to ensure that the project remains on time, the schedule is maintained, and we are accessible when needed.

Our place in the government consulting industry is based on our experience and tailored approach to meeting each client's unique needs.

PROJECT MANAGEMENT AND QUALITY CONTROL

We strongly believe in effectively managing each consulting engagement and utilizing formal project management techniques in our studies. These techniques include:

- Use project management software to create timelines, track utilization, and communicate.
- The project team's expectations and results are managed weekly through the development and use of formal project schedules and reporting tools.
- All project work activities are defined in advance and tied to each project team member, deliverables, schedule, and budget.
- The project manager and lead analysts develop general and project-specific data collection plans and interview guides for all our staff.
- At project initiation, we will establish a series of progress meetings with the project steering committee and other key stakeholders as needed to review interim deliverables and findings as they are developed. This collaborative approach throughout the engagement ensures there are no surprises and maximizes buy-in at all levels.
- The project manager designs and personally reviews all interim and final products before delivery to the client.

These project management approaches have enabled us to deliver all our projects to a high standard and on time. All our projects are completed within budget – we have **never** requested additional funding to complete the proposed scope of work. We are known for the depth and insight of our analysis and our client responsiveness.

DETAILED WORK PLAN & TIMELINE

The following subsections describe tasks we will complete for the Town, followed by a project timeline.

WORK PLAN

TASK 1: PROJECT INITIATION AND STAKEHOLDER MEETINGS

The project team will begin the study by developing an initial understanding of the fire and rescue service delivery in Lauderdale By The Sea through an extensive input phase. The team will meet with internal and external stakeholders using a combination of on-site and virtual interviews that are designed to help us learn about the current fire and rescue services provided in the Town, goals, the unique factors of the service environment, and to obtain views on issues relevant to the project, including potential future service delivery models.

We will also use these interviews to gain an understanding of the emergency communication system, as well as the involvement the Town or partner agencies in the delivery of Emergency Medical Services (EMS). This process includes the following interviews:

Conduct a kickoff meeting with the project review committee, including a review of project objectives, approach, interim deliverables, and schedule.

- Interviews with Town officials and management team members.
- Meet with the Fire Rescue Department's chiefs, command staff, and leadership, and with other stakeholder groups, both individually and as a group.
- Conduct one-on-one interviews with department personnel at all levels of the Pompano Beach Fire Rescue Department who are involved in the delivery of fire rescue services – managers, supervisors, and line staff.
- Interview contacts within the organization to start the data collection process, as well as other key contacts identified.
- Other interviews with key stakeholders, as identified throughout this process.

Constant engagement with key stakeholders throughout the process is a critical element of ensuring transparency and maintaining buy-in as the study progresses.

In preparation for the kickoff meeting, the project team will develop a comprehensive list of data required to conduct the study, as well as a week-by-week schedule for project completion. The initial interviews will also be used to identify key points of contact for data collection and to schedule interviews within the Town and Department.

TASK RESULT

Extensive input process, with interviews conducted at all levels of the organization. An issues list will be prepared to provide the basis for subsequent analytical steps, and the project work plan and project deliverable schedule will be finalized. This task will include one on-site visit.

TASK 2: OPERATIONAL ANALYSIS

In this task, the project team will examine the current state and performance of fire and rescue services in the Town.

To further our understanding of the Town's service delivery and service objectives, the project team will collect various data to develop a descriptive profile of current operations, staffing, station locations, apparatus, and deployment plans for providing fire and rescue services in Lauderdale By The Sea.

This analysis will enable the project team to provide a factual understanding of current staffing and finances, and of how services are delivered in the Town and the region. During this assessment, we will examine the current service demand and workload by station response area and apparatus. We will collect the following:

- Basic descriptive information such as:
  - Organizational charts for the fire rescue department.
  - Strategic or master planning documents.
  - Annual reports for the past three years.
  - Station and other facility locations and ownership.
  - Apparatus and vehicle inventories and ownership.
  - Budgets over the past three fiscal years.
  - Deployment plans.
- Primary administrative documents include:
  - Local census and demographic data.
  - Local Geographic Information Systems (GIS) data.
- Information about personnel, including:
  - Number of personnel by rank and classification used to provide services in Lauderdale By The Sea.
  - Authorized versus actual staffing for providing services in the Town.
  - Summary of staff roles and responsibilities.
  - Staff schedules.
  - Pay plans, fringe benefit descriptions, and costs.

- Descriptive information about workload, call handling, and performance from records management, NFIRS, and CAD records, including:
  - Calls for service by type.
  - Calls for service by time of day and day of week.
  - Calls by unit.
  - Dispatch processing time.
  - Turnout time.
  - Travel times.
  - Total scene times.
  - Total call duration
- Fire Prevention records related to inspections, code enforcement, public education, fire investigations, and plan reviews conducted in Lauderdale By The Sea.
- Current PSAP and dispatch provider(s) and related communications infrastructure, and how that would work in a municipal department.

We will use this information and data to evaluate the current situation, which will include a detailed evaluation of the following components:

SERVICE DELIVERY AND PERFORMANCE

The current service levels and performance will be evaluated individually for stations and apparatus serving Lauderdale By The Sea, as part of the more extensive regional response system, and in mutual aid/automatic aid operations. Both fire and emergency medical response capabilities will be analyzed.

Demand

Computer-Aided Dispatch (CAD) and Records Management System (RMS) data are used to determine the service demand in the Town. The data will be analyzed by incident type, time of day, and day of the week, while accounting for service demands. Calls will be analyzed to determine:

- Call Type
- Call location
- Call frequency

The project team will also conduct a basic risk assessment of the service area to determine if fire flows and staffing levels can adequately address these risks.

Service demands will be displayed geographically for the Town and for the overall study area in ArcGIS Pro and ArcView GIS Spatial Analyst.

Distribution

The study of distribution involves locating first-due resources geographically to ensure rapid deployment and minimize the impact of emergency incidents. Existing facilities in the service area will be analyzed using ArcView GIS software to determine the predicted effectiveness of first-due personnel in meeting the adopted service-level objectives.

Concentration

A concentration study requires analyzing the arrangement of multiple resources to enable an effective response force to be assembled within adopted timelines. The current system's ability to deploy and assemble an effective response force will be evaluated in the study area. Locations of potential mutual-aid and automatic-aid partners, along with their staffing and deployment, will also be analyzed to design an optimal response system.

Reliability

The reliability study utilizes actual incident history and data to assess historical performance against adopted performance standards. Reliability can be determined by answering five questions:

- Are the established goals of performing within X minutes met Y percent of the time?
- Is there sufficient depth in the system to provide coverage for calls for service in the Town?
- Are there frequent instances of multiple calls co-occurring? Does this affect system performance?
- Are there predictable times when queued calls for service occur?
- Is there extra capacity in the system or within individual units?

The project team will analyze staff availability and current workload and utilization for each company in the service area to determine actual or estimated failure rates, based on data availability, and demonstrate the impact on the ability to deploy an effective response force.

SUPPORT PROGRAMS

Matrix Consulting Group will review support programs in the critical areas of training, health and wellness, life safety services, and communications, and how they would need to be delivered within a municipal fire department.

Training

The training and educational resources will be examined to determine if there are opportunities to improve training through improved cooperation and coordination.

Community Risk Reduction

Community Risk Reduction services will be reviewed to ensure the programs for fire prevention, life safety, hazard risk reduction, and detecting, reporting, and controlling fires and medical emergencies are appropriate. The programs will be reviewed to determine:

- What fire prevention codes have been adopted?
- What inspection programs are in place, and what role do suppression personnel play?
- What type of public education programs are provided by the agencies?
- What are the workloads for plan review, new construction and recurring inspections?
- What is the agency's role in investigating fires in its jurisdiction? Are outside agencies used to investigate certain fires?

The result of this task will provide an understanding of community risk reduction efforts in the service areas and identify opportunities to improve cooperation in these areas.

TASK RESULT

This task will conclude with an interim deliverable that illustrates the organizational structure, current services provided, performance, and capabilities of fire and rescue services in the Town.

TASK 3: FINANCIAL AND COST ANALYSIS

The project team will review current budgets, financial documents, cost reports, and revenue sources for the delivery of fire and rescue services.

These will be used to distinguish between fixed and variable costs and to analyze historical trends in expenditures and revenues available to offset funding needs. These will be used against the current contract model to identify impacts on staffing, equipment, facilities, and administrative needs, and to pinpoint potential redundancies and efficiencies that could be eliminated if a municipal department were formed.

Once this information is analyzed, operational budgets will be developed that incorporate staffing adjustments, capital and equipment needs, maintenance, training, and administrative costs over a five-year period. Expenses related to transitional needs for starting a municipal department will also be calculated.

Once the cost model has been identified, the current revenue streams and their stability will be analyzed. Opportunities for additional revenue will also be explored, including:

- Service fees
- Grants and federal or state funding opportunities
- Insurance reimbursements
- Reallocation of existing revenues

Potential cost savings or increases resulting from the formation of a municipal department will be identified, including reductions or increases, to enable understanding of short- and long-term savings or cost increases, with projections for the 5-year timeframe.

The financial analysis will include full budgetary projections for any one-time and ongoing costs associated with forming the municipal fire rescue department, as well as the revenue sources needed to fund the system.

TASK RESULT

This task will conclude with a financial analysis of the costs associated with operating the municipal fire department and the revenue required to support the town's fire and rescue system.



TASK 4: IMPLEMENTATION PLAN

Using data analysis and information from previous tasks, various alternatives can be tested to determine which may be the “optimal” solution(s) for the Town’s service delivery system and to identify the steps needed to implement fire rescue services. The analysis conducted as part of this task will ensure each option is vetted to determine the following:

- What staffing model(s) should be considered for the municipal fire department?
- What is the recommended organizational structure and staffing levels for each division?
- How many fire stations are required to adequately serve the Town?
- What type of apparatus will be required to best mitigate community risks?
- What administrative support will be required to meet service needs?
- Will the additional fire staff require additional staffing from other Town departments (Human Resources, Finance, IT, etc.)?

The organizational structure based on staffing needs and any additional support staffing needed for Town departments to serve the municipal fire department will be fully evaluated.

The project team will also conduct a comprehensive review of relevant documentation related to the current services, including existing agreements, local ordinances, policies, and state legislation applicable to the formation of a municipal fire department.

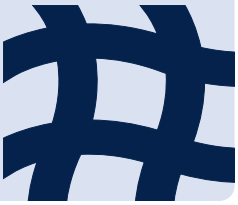
Next, the project team will identify the available governance models for creating a municipal fire department. This will ensure each option can be fully evaluated against the following criteria:

- Compliance with statutory provisions
- Impact on service delivery
- Administrative and operational considerations
- Political and community concerns
- Fiscal implications

Once all legal and regulatory considerations have been thoroughly researched, the project team will outline the steps and timelines required to establish the municipal fire department, ensuring full compliance and obtaining the necessary approvals.

TASK RESULT

This task will conclude with an interim deliverable that illustrates the proposed staffing plan, organizational structure, legal requirements, staffing impacts on other Town departments and timeline for forming a municipal fire rescue department in the Town.



TASK 5: FINAL REPORT AND PRESENTATION

The draft and final reports combine the analytical steps and interim deliverables into a single document, including recommendations. The recommendations made as part of the study must be specific, measurable, prioritized, and associated with a detailed and comprehensive timeline for implementation, including:

- An executive summary that summarizes the significant findings of the study.
- Comprehensive analysis of workload, staffing, and deployment for each department function.
  - Identification of targets and gaps in supervisory spans of control for each function.
  - Providing the Town with the tools used by the project team to replicate in the future.
  - Best practices analysis, providing an actionable plan for the department to use to ensure appropriate service delivery into the future.
- Incorporation of stakeholder input, including internal input as well as community stakeholders.
- The feasibility options analysis, detailing the governance, organizational, staffing, and cost-benefit considerations for each option for providing fire protection services in the Town.
- 5-year cost projections for the department.
- A comprehensive list of recommendations, including staffing needs for each function within the department. Recommendations will also include any associated costs and prioritization strategies.

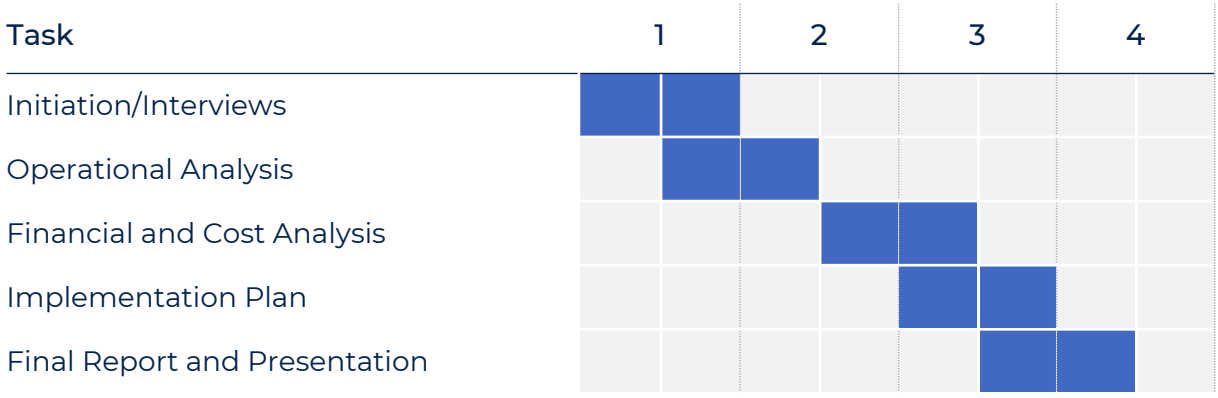
TASK RESULT

The final report will build upon all interim deliverables to provide a comprehensive analysis of the department and plan for implementation. We will be available to present the findings and recommendations as needed thereafter.

The draft final report will be reviewed with the project steering committee. As requested, the project team will be available to present to Town elected officials in a public meeting if desired.

TIMELINE

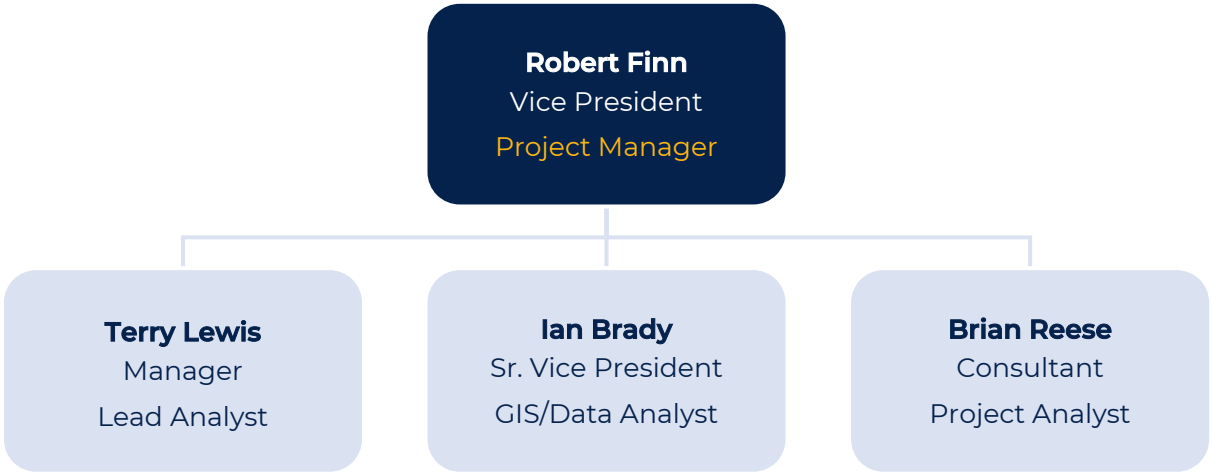
We propose conducting this assessment over 14 weeks, as shown below.



This timeline can be adjusted to align with Town priorities and preferences.

PROJECT TEAM

We are providing Lauderdale By The Sea with a senior team of consultants, including the firm's leadership and public safety practice. All proposed team members are available to be committed to the Town throughout this engagement. The team is organized as follows:



The team has a proven track record of success in conducting similar studies for numerous agencies across the United States. The project manager and Lead Analyst both worked on the previous fire study for the Town.

Resumes begin on the following page.



ROBERT FINN
Vice President

BIOGRAPHY:

Robert Finn is a Vice President with Matrix Consulting Group and leads our Fire Practice. He previously served as the Chief of the Southlake (TX) Department of Public Safety.

Robert has a strong educational background coupled with a successful track record that includes strategic planning, budgeting, change management, community relations, and building collaborative partnerships.

EXPERIENCE HIGHLIGHTS:

HIGHLAND BEACH, FL: FIRE FEASIBILITY

Robert was the project manager on this assessment to study the feasibility of forming a municipal department to serve the Town. Key findings/achievements included:

- Location of new fire station to serve the Town
- Full 5=year financial costs from capital through operations.
- Implementation plan for the legal formation of the fire department.

HUNTINGTON BEACH, CA: FIRE DEPARTMENT STAFFING STUDY

Robert served as the lead analyst for this project that examined the staffing, deployment, and operations of the Fire Department. Key findings/achievements included:

- Adding a peak hour EMS transport unit.
- The need to begin planning for an additional fire station due to high unit utilization rates
- Public education plan to improve effectiveness of risk reduction efforts.

ROLE ON THIS ENGAGEMENT:

Robert will serve as the Project Manager.

RELEVANT CLIENTS:

AK, Anchorage
AZ, Phoenix
CA, Atherton
CA, Big Bear
CA, Butte County
CA, Consumnes CSD
CA, Huntington Beach
CA, Mercer County
CA, Monterey
CA, Napa County
CA, Pacific Grove
CA, Richmond
CA, Santa Clara County
CO, Mesa County
FL, Coconut Creek
FL, Highland Beach
FL, St. Petersburg
MA, Billerica
MA, Boston
MA, Sandwich
MI, Sterling Heights
OH, Columbus
OH, Hudson
OH, Perrysburg
WA, Bellingham
WI, Oshkosh

YEARS OF EXPERIENCE:

35

EDUCATION:

BS, Public Safety Administration, and MBA, Grand Canyon University.

PROFESSIONAL ASSOCIATION:

Center for Public Safety Excellence (CPSE)

International Association of Fire Chiefs (IFAC)

National Fire Protection Association (NFPA)



TERRY LEWIS
Manager

BIOGRAPHY:

Terry has over 40 years of fire service and consulting experience. Prior to joining Matrix, he was the Chief of the Henderson (KY) Fire Department. He brings a wealth of knowledge and experience conducting strategic planning studies for Fire and EMS agencies.

Terry's relevant experience includes serving the City of Henderson, Kentucky as Fire Chief for 10 years. He began his career with the Loveland-Symmes (OH) Fire Department where he advanced through the ranks until being appointed as Chief of Henderson.

EXPERIENCE HIGHLIGHTS:

CONSUMNES CSD: COMMUNITY RISK/STANDARDS OF COVER

Terry was an analyst on this project aimed at the development of a Community Risk/Standards of Cover Document for the Fire Department. Key findings/ achievements of the project:

- Establishment of local performance standards for urban, suburban and rural response areas of the CSD.
- Upgrading the traffic signal pre-emptive system.
- Deployment plan for a peak time EMS transport unit.

WEST SACRAMENTO: FIRE DEPARTMENT OPERATIONAL STUDY

Terry was an analyst on this study to evaluate the staffing and operations of the Fire Department. Key findings/achievements include:

- Development of a deployment plan for quick response EMS vehicle.
- Location planning for a station to serve the growing southern area of the City.
- Development of impacts of growth on the Department over 25 years.

ROLE ON THIS ENGAGEMENT:

Terry will be the lead fire analyst.

RELEVANT CLIENTS:

CA, Atherton
CA, Big Bear
CA, Butte County
CA, Consumnes CSD
CA, Mercer County
CA, Placer County
CA, Sebastopol
CA, West Sacramento
MA, Billerica
MA, Sandwich
MI, Sterling Heights
MN, Hennepin County
MN, Medina
OH, Cleveland
OH, Columbus
OR, Grants Pass
TX, Addison
TX, Cedar Hill
TX, Cedar Park
TX, Georgetown
TX, Round Rock
WA, Bellingham
WI, Oshkosh

YEARS OF EXPERIENCE:

40

EDUCATION:

BS Fire Technology, AS Accounting, University of Cincinnati

PROFESSIONAL ASSOCIATION:

National Fire Protection Association (NFPA)

International Association of Fire Chiefs (IAFC)

Center for Public Safety Excellence (CPSE)



IAN BRADY
Senior Vice President

BIOGRAPHY:

Ian Brady is a Senior Vice President with Matrix Consulting Group who leads our GIS and Data Analytics and Police Consulting practices. With over 14 years of consulting experience, he is the lead developer of our GIS, statistical models, and analytics platforms, including:

- GIS redistricting projects and geospatial analysis of workload.
- Development of interactive staffing models.
- Deployment schedule configuration and optimization, forecasting impacts to service levels and overtime usage.

EXPERIENCE HIGHLIGHTS:

LOS ANGELES, CA: BASIC CAR AREA BOUNDARY STUDY

- Led a comprehensive field redistricting and staffing study for the nation's third-largest police department.
- Developed a new patrol beat structure to better align communities and equalize workload, resulting in 202 new patrol areas, up from the 168 that existed previously.
- Recommended new patrol geographic resource allocation strategies to equalize service levels.

PHOENIX, AZ: INFRASTRUCTURE PROJECTION STUDY

- Lead analyst on a comprehensive geographic growth projection study for Phoenix Police and Fire departments.
- Developed GIS-based model to forecast service demand and project staffing needs.
- Created future response time model by developing future road network scaled with projected growth by land use type, assessing the need for public safety infrastructure in response to the geography of future response time performance factors.

ROLE ON THIS ENGAGEMENT:

Ian will serve as the lead GIS analysis and developer of data models.

RELEVANT CLIENTS:

AZ, Phoenix
AL, Birmingham
CA, Los Angeles
CA, Sacramento
CA, San Francisco
CA, San Jose
CO, Adams County
FL, Orange County
ID, Boise
MB, Winnipeg
MD, Harford County
MD, Howard County
MN, Hennepin Co.
MO, Kansas City
MO, St. Louis
NC, Raleigh
NJ, Mahwah
NM, Santa Fe
NY, Syracuse
OH, Columbus
OH, Cincinnati
OR, Bend
OR, Portland
TX, Austin
TX, DFW Airport
TX, Fort Worth
TX, Travis County
VA, Virginia Beach
WA, Tacoma
WI, Milwaukee

YEARS OF EXPERIENCE:

14

EDUCATION:

BS in Politics,
Willamette University



BRIAN REESE
Consultant

BIOGRAPHY:

Brian is a consultant with Matrix Consulting Group and previously served as the Chief of the Hamilton Grove Township Fire and Rescue Department. He also served with the Jackson Township (OH) Fire Department for over 25 years. Brian has a strong educational background coupled with a successful track record of leading an agency through periods of change. Brian has over 30 years of fire service and consulting experience covering all aspects of the fire service industry.

EXPERIENCE HIGHLIGHTS:

RICHMOND, CA: ALS FEASIBILITY STUDY

Brian served as an analyst on this project that examined the feasibility of the Richmond Fire Department beginning to provide ALS first responder services. Key achievements/recommendations included:

- Design of a staffing and deployment plan for ALS first response.
- Full initial and 5-year impacts of beginning ALS first responder services.
- Detailed implementation plan for implementing ALS first responder services.

SANTA CLARA COUNTY, CA: STAFFING AND DEPLOYMENT STUDY

Brian served as a project analyst on this study that examined the current fire protection system capabilities, staffing and resources related to the delivery of fire protection services in the County. Key achievements/ recommendations included:

- Adding additional Amador agreements with CALFIRE
- Improving the use of AI technology in wildland urban interface areas.
- Improving the regionalization of community risk reduction efforts.

ROLE ON THIS ENGAGEMENT:

Brian will serve as a project analyst

RELEVANT CLIENTS:

CA, Richmond
CA, Santa Clara Co.
FL, St. Petersburg
NV, Elko
TX, Cedar Hill
TX, Round Rock

YEARS OF EXPERIENCE:

30+

EDUCATION:

BS Business Administration, Mount Vernon Nazarene University

AAS Fire Science Technology, University of Cincinnati

PROFESSIONAL ASSOCIATION:

International Association of Fire Chief's (IAFC)

COST PROPOSAL

Matrix Consulting Group, Ltd. is pleased to submit our cost proposal, as outlined in the following table, which details the hours by task and consultant level. We propose to complete this engagement for a fixed price of **$30,000**, as shown below:

Task	Project Mgr.	Lead Analyst	GIS/ Project Analysts	Total Hours	Total Cost
Initiation and Interviews	8	8	8	24	**$4,600**
Operational Analysis	8	16	12	36	**$6,600**
Cost and Financial Analysis	8	16	8	32	**$6,000**
Implementation Planning	8	8	0	16	**$3,400**
Draft/Final Report	8	20	8	36	**$6,700**
Total Hours	40	68	36	144	
Hourly Rate	$250	$175	$150		
Total Professional Fees					$27,300
Project Expenses					$2,700
Total Project Cost					$30,000

This cost is all-inclusive and includes a fixed fee for any additional costs that may arise. Our typical practice is to bill for hours worked on a monthly basis, up to the contract amount. If any additional services are needed, they will be billed at the hourly rates noted.

Agenda Item No: 18.b.

Town Commission Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Courtney Easley, Acting Town Clerk/Assistant to Town Manager
Submitting Department: Administration
Item Type: Resolution
Agenda Section:RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2026-06: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AND APPROVING THE PROPOSED PAY PLAN AND PAY RANGES; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

Explanation:
In September 2025, the Town contracted with HR Compensation Consultants, LLC (HRCC) to review our current pay plan. HRCC worked with the Town to identify the most appropriate organizations to survey for comparison. The market survey obtained pay range information (minimum, midpoint, and maximum value) from the following public-sector organizations, comparable in size and operations: Dania Beach, Sunny Isles Beach, Bay Harbour Islands, Lighthouse Point, Hillsboro Beach, Southwest Ranches, Lauderdale Lakes, Miami Shores, North Bay Village, Surfside and Wilton Manors.

After reviewing the neighboring communities data, HRCC recommended the following updates to the Town's payroll:

1. **Update salary ranges to become competitive with the surrounding market.** To address the competitive market and to make sure we are able to provide a liveable and fair wage to our employees, HRCC has made the following recommendations based on the current and future job market, and the needs of the Town. To address this issue, the following adjustments are recommended beginning July 1.

   a. Amend the current pay plan. We have eight (8) employees that are below the proposed minimum. The new proposed ranges **(Exhibit A)** are formulated to sustain the labor market for the next three to four years. This affects six positions by requiring an increase to bring their salary within the adjusted minimum salary range.

Position	Current	Proposed
Assistant Director, Planning & Zoning	$90,940	$105,570

Marketing & Events Manager	$70,040	$78,660
Planner	$61,600	$68,310
Asst. to Public Works Director	$61,800	$68,310
Planning Technician	$51,500	$60,060
(3) Maintenance Worker I	$35,020	$39,330

Cost to implement in FY26 (July 1 – Sept 30) – $6,122.27

b. Provide a cost of living wage increase. Over the past three years, the cost of living in South Florida and inflation have increased approximately 2–3% annually. Implementing a cost-of-living adjustment (COLA) helps ensure that employee wages keep pace with economic conditions and rising living expenses. Therefore, the HRCC recommends that the Town provide an across-the-board general cost-of-living increase of 2.5% or 3.0%. This adjustment is necessary to maintain reasonable wage levels relative to the increasing cost of living.

HRCC recommends that the Town consider implementing an across-the-board cost-of-living adjustment of either 2.5% or 3.0%. Estimated cost to implement for **FY2026 (July 1 – September 30):**

- **2.5% COLA:** $14,902.97
- **3.0% COLA:** $17,883.56

Note: These figures exclude the Town Manager, Mayor, Vice Mayor, and Commissioners.

c. Adjust for equity. The study also identified several employees who have been in their positions for a number of years whose current salaries may not fully reflect their tenure and experience. There are several long-tenured employees whose wages do not equitably reflect their years of service as compared to newer hires. It is recommended that those identified employees receive a prospective salary adjustment.

Funding Source
Due to staff vacancies over the past year, the Town has experienced salary savings. As of March 2, 2026, the Town has expended **$181,254.80** less in salaries than budgeted. These savings are sufficient to fund the recommended pay adjustments for the remainder of the fiscal year.

2. **Organizational Planning and Future Staffing Needs** As part of the study, Town staff also evaluated the organizational structure within the Public Works and Administration departments. Based on this review, it is recommended that four additional positions **(Exhibit B)** be incorporated into the Town's pay plan:

- Assistant Public Works Director
- Public Works Superintendent
- Human Resources Director

- Administrative Services Director

These positions are intended to help the Town proactively plan for operational needs within the next five years, including potential retirements, succession planning, increased administrative responsibilities, and the continued growth and complexity of municipal operations. Adding these classifications to the pay plan now allows the Town to establish appropriate salary ranges and organizational structure in advance. The positions would remain **unfunded** and would be activated if and when operational needs require them.

Recommendation: Approval of Resolution 2023-06 accepting, approving, and implementing the job and pay framework study prepared by HR Compensation Consultants, LLC.

Exhibits:

1. Resolution 2026-06 Approval of Pay Study
2. Exhibit A - Proposed Pay Ranges
3. Exhibit B - Job Descriptions
4. Presentation - LBTS Pay Plan Update Mar 2026

RESOLUTION NO. 2026-06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AND APPROVING THE PROPOSED PAY PLAN AND PAY RANGES; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, in March 2023, the Town of Lauderdale-By-The-Sea ("Town") executed an agreement with HR Compensation Consultants, LLC ("HRCC") to review the Town's current pay plan, conduct a job market study and make recommendations accordingly; and

WHEREAS, HRCC has completed its review of the Town's pay plan and recommends that the Town (1) update job classifications for certain positions, (2) amend its current pay plan to update salary ranges, (3) provide a cost of living wage increase, and (4) adjust for equity; and

WHEREAS, due to staff restructuring, the Town has saved approximately one hundred eight one thousand dollars ($181,000) over the last year, which will be used to fund any pay increases resulting from HRCC's recommendations; and

WHEREAS, Town staff recommends the Commission adopt, approve and implement HRCC's proposed pay plan as summarized in the attached Exhibit A ("Pay Plan") and the proposed job descriptions attached as Exhibit B ("").

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

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

Section 2. **Approval.** The Pay Plan attached as Exhibit A and the Pay Ranges attached as Exhibit B, are hereby approved.

Section 3. **Authorization to Implement.** The Town Manager and all appropriate Town officials are authorized to take all actions necessary to implement the terms and conditions of the Pay Plan and Job Descriptions, attached as Exhibits A and B, respectively, which include periodic revisions of Town job descriptions.

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

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

PASSED AND ADOPTED this __ day of March 2026.

_____
Mayor Edmund Malkoon

Attest:

_____
Courtney Easley, Acting Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Lauderdale-By-The-Sea Pay Plan

FY26 HRCC Study Proposed Pay Plan			HRCC proposed - 3/24/2026 Commision Meeting		
Position	**Grade**	**Role & Level**	**Grade Minimum**	**Grade Midpoint**	**Grade Maximum**
Deputy Town Manager	11	L6	140,000	175,000	210,000
Director of Development Services	10	L5	124,000	155,000	186,000
Director of Finance & Budget	10	L5	124,000	155,000	186,000
Director of Public Works	10	L5	124,000	155,000	186,000
Director of Administrative Services	10	L5	124,000	155,000	186,000
Assistant Director of Finance & Budget	9	P4	102,000	127,500	153,000
Assistant Director Code Compliance	9	P4	102,000	127,500	153,000
*Assistant Director Planning	9	P4	102,000	127,500	153,000
Assistant Public Works Director	9	L4	102,000	127,500	153,000
Human Resources Director	9	L4	102,000	127,500	153,000
Assistant to the Town Manager	8	L3	92,000	115,000	138,000
Town Clerk (Certified)	8	P4	92,000	115,000	138,000
Public Works Superintendent	8	L3	92,000	115,000	138,000
Human Resources Manager (Certified)	7	P3	76,000	95,000	114,000
*Marketing and Events Manager	7	P3	76,000	95,000	114,000
Pubic Works Supervisor, Building and Public Lands	7	L2	76,000	95,000	114,000
Public Works Supervisor - Parking	7	L2	76,000	95,000	114,000
Public Works Supervisor, Streets & Infrastructure	7	L2	76,000	95,000	114,000
Town Clerk (Pre-Certified)	7	P3	76,000	95,000	114,000
Human Resources Manager (Pre-Certified)	6	P2	66,000	82,500	99,000
Accountant	6	P2	66,000	82,500	99,000
*Planner	6	P2	66,000	82,500	99,000
Special Events & Community Marketing, Senior Coordinator	6	T5	66,000	82,500	99,000
*Assistant to the Public Works Director	6	P1	66,000	82,500	99,000
Special Events & Community Marketing, Coordinator	5	A5	58,000	72,500	87,000
Parking Services, Coordinator	5	T4	58,000	72,500	87,000
*Planning Technician	5	P1	58,000	72,500	87,000
Code Compliance Officer	5	T4	58,000	72,500	87,000
Administrative Specialist	4	A4	52,000	65,000	78,000
Accounting Specialist, Senior	4	A4	52,000	65,000	78,000
Customer Service Representative	3	A3	47,000	59,000	71,000
Maintainance Worker III	3	T2	47,000	59,000	71,000
Accounting Specialist	2	A2	42,000	53,000	64,000
Maintainance Worker II	2	T1	42,000	53,000	64,000
*Maintenance Worker I	1	A1	38,000	48,000	58,000
Visitor Center Host	1	A1	38,000	48,000	58,000

* Positions to bring up to new minimum

JOB TITLE: ADMINISTRATIVE SERVICES DIRECTOR
DEPARTMENT: TOWN MANAGER'S OFFICE
REPORTS TO: TOWN MANAGER

PAY GRADE:
ROLE & LEVEL: L5
FLSA STATUS: Exempt

JOB SUMMARY:
This position is a key member of the leadership team and oversees the internal support functions for the Town of Lauderdale-By-The-Sea (LBTS). Work involves ensuring that essential support services—such as Human Resources, Marketing and Special Events, Visitor's Center, Community Center, and general office administration—are delivered efficiently and align with the organization's strategic goals. Provides strategic guidance to the Town Manager and collaborates with department heads to support organizational effectiveness and high-quality service to the community.

Position is primarily focused on directing, coaching, developing, and evaluating other people. Position requires extensive depth of expertise and knowledge in specialized functions or business areas that can be used to develop policies and procedures as well as determining efficient and innovative ways to accomplish the organization's business strategies.

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

- Manages, provides guidance to, and reviews the work of individual contributors in order to accomplish operational plans and results
- Plans and oversees business area workflow and time utilization of staff; assigns and communicates daily activities and deadlines to staff
- Assesses, plans, and implements best practice standards and ensures compliance with all regulatory and funding agencies; compiles and submits data for trend analysis and regulatory reporting
- Serves as a senior advisor to the Town Manager on administrative operations, organizational strategy, and long-range planning
- Oversees daily operations of Administrative Services, including HR, marketing and special events
- Ensures that marketing and public relations objectives are in accordance with organizational goals
- Ensures that strategic marketing and branding initiatives enhance brand awareness for the Town

- Directs the activities of the Community Center ensuring a comprehensive program of recreation services
- Oversees economic development initiatives ensuring that public events and programs enhance engagement in all districts
- Develops and implements policies, procedures, and internal controls to promote operational efficiency and regulatory compliance
- Prepares staff reports, agenda items, and presentations for the Town Manager and Town Commission
- Directs recruitment, onboarding, performance management, employee relations, classification and compensation, and training efforts
- Serves as the Town's HR advisor, providing guidance to department leaders on workforce issues
- Manages liability, property, and workers' compensation insurance programs
- Ensures compliance with municipal, state, and federal regulations and employment laws

Supervision:

- Reviews and evaluates work methods and procedures; meets with management staff to identify and resolve problems
- Assesses and monitors workload; identifies opportunities for improvement and implements changes
- Selects, motivates, and evaluates personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline procedures per established policies, procedures, and executive guidance
- Oversees and participates in the development and administration of the departmental budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary

MINIMUM QUALIFICATIONS:

Bachelor's degree in human resources or public/business administration; supplemented by seven (7) to ten (10) years of increasingly responsible experience in human resources or risk management, including three (3) years of previous supervisory responsibility; or an equivalent combination of education, certification, training, and/or experience.

Must have, or be able to obtain, a valid State of Florida Driver License with an acceptable driving record.

PREFERRED QUALIFICATIONS:

Master's degree in public administration (MPA) or related field
Certified Public Manager (CPM), SHRM-CP/SHRM-SCP, IPMA-CP or CPA certification
Experience working in a municipality

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

KNOWLEDGE, SKILLS, AND ABILITIES:

- Advanced knowledge of municipal government operations, Florida statutes, and Sunshine Law
- Advanced knowledge of principles and practices of human resource management and organizational development
- Advanced knowledge of municipal budgeting practices and ability to prepare, administer, and monitor budgets
- Advanced knowledge of policies, procedures, and regulations pertaining to municipal administration
- Advanced knowledge of principles of personnel management, including supervision, training and performance evaluation
- Skill in the use of Microsoft Office products (Word, Outlook, and Excel) and applicable department / organization specific software
- Skill in adapting to a changing work environment, competing demands and ability to deal with frequent change, delays or unexpected events
- Skill in dealing tactfully with employees, Town officials, citizens, and the media
- Skill in leading cross-functional teams and managing multiple projects simultaneously
- Ability to clearly communicate and understand information in English, both orally and in writing
- Ability to make effective public presentations
- Ability to effectively manage and motivate a wide range of employees with varying skills backgrounds
- Ability to read, analyze and interpret program related laws and regulations and establish necessary work processes and procedures
- Ability to analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations and action plans in support of goals
- Ability to manage multiple priorities to ensure that deadlines are met
- Ability to establish and maintain effective and cooperative working relationships with those contacted in the course of work
- Ability to regularly attend work and arrive punctually for designated work schedule
- Ability to attend LBTS meetings and hearings outside of standard business hours

PHYSICAL REQUIREMENTS:

Depending on functional area of assignment, tasks involve the ability to exert light physical effort usually involving some lifting, carrying, pushing and/or pulling of objects and materials of light weight (up to 20 pounds). May involve some climbing, balancing, stooping, kneeling, crouching, crawling, walking or standing. Tasks may involve extended periods of time at a keyboard or workstation and extended periods of time standing and/or walking.

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

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

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

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

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

JOB TITLE:	ASSISTANT PUBLIC WORKS DIRECTOR	**PAY GRADE:**	
DEPARTMENT:	PUBLIC WORKS	**ROLE & LEVEL:**	L4
REPORTS TO:	DIRECTOR OF PUBLIC WORKS	**FLSA STATUS:**	Exempt

JOB SUMMARY:

Under the administrative direction of the Director of Public Works, responsible for the operation and activities of the Public Works Department for the Town of Lauderdale-By-The-Sea (LBTS). Assists in the organization and direction of street maintenance, grounds maintenance, water and sewer utilities, building maintenance, and maintenance and repair of Town equipment and vehicles. Work involves contact with sales and technical representatives related to pricing, delivery, substitutions, quotations, and contracts. Performs other work as requested.

Position is primarily focused on managing, coaching, and developing other people. Position requires extensive depth of expertise and knowledge in specialized functions or business areas that can be used to implement policies and procedures as well as determining efficient and innovative ways to accomplish the organization's business strategies.

EXAMPLES OF WORK PERFORMED:

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- Manages, provides guidance to, and reviews the work of lower-level leaders and individual contributors to accomplish operational plans and results
- Plans and oversees business area workflow and time utilization of staff; assigns and communicates daily activities and deadlines to staff
- Assesses, plans, and implements best practice standards and ensures compliance with all regulatory and funding agencies; compiles and submits data for trend analysis and regulatory reporting
- Coordinates various Town projects in coordination with other department directors
- Responds to citizen inquiries and complaints regarding Town services performed by any public works employee
- Coordinates the timely delivery of materials and services with contractors and vendors
- Responds to work obligations, issues, and incidents outside of standard business hours

Supervision:

- Reviews and evaluates work methods and procedures; meets with management staff to identify and resolve problems
- Assesses and monitors workload; identifies opportunities for improvement and implements changes
- Selects, motivates, and evaluates personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline procedures per established policies, procedures, and executive guidance
- Oversees and participates in the development and administration of the departmental budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary

MINIMUM QUALIFICATIONS:

Associate degree in business administration, construction management or related field; supplemented by eight (8) years of increasingly responsible public works, facilities, utilities or construction/maintenance experience, including at least one (1) year of experience in purchasing operations and two (2) years of previous supervisory responsibility; or an equivalent combination of education, certification, training, and/or experience.

Must possess, or be able to obtain, a valid State of Florida Driver License with an acceptable driving record.

PREFERRED QUALIFICATIONS:

Bachelor's degree in business administration, construction management or a related field and five (5) to seven (7) years of increasingly responsible public works experience.

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

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of principles, practices, techniques, and equipment used in modern public works project administration
- Knowledge of roadways, irrigation technology, and water, stormwater, and wastewater utilities and the ability to apply it to maintenance, repairs, and expansion
- Knowledge of construction principles and the ability to read plans
- Knowledge of budgetary development, administration and control
- Knowledge of, or ability to learn, Federal Emergency Management Agency (FEMA) disaster documentation forms and protocols
- Knowledge of purchasing methods and procedures, including buying, inspection and shipping practices

- Knowledge of principles of personnel management, including supervision, training and performance evaluation
- Knowledge of customer services principles, including the handling of upset and distressed people and ability to graciously assist members of the public under stressful conditions
- Skill in the use of Microsoft Office products (Word, Outlook, and Excel) and applicable department/organization specific software
- Skill in prompt and efficient reaction during emergencies
- Skill in adapting to a changing work environment, competing demands and ability to deal with frequent change, delays or unexpected events
- Skill in dealing tactfully with employees, Town officials, citizens, and the media
- Ability to organize, direct, and coordinate a wide variety of public services
- Ability to clearly communicate and understand information in English, both orally and in writing
- Ability to make effective public presentations
- Ability to read, analyze and interpret program related laws and regulations and establish necessary work processes and procedures
- Ability to effectively manage and motivate a wide range of employees with varying skills backgrounds
- Ability to read, analyze and interpret program related laws and regulations and establish necessary work processes and procedures
- Ability to manage multiple priorities to ensure that deadlines are met
- Ability to establish and maintain effective and cooperative working relationships with those contacted in the course of work
- Ability to regularly attend work and arrive punctually for designated work schedule
- Ability to respond to emergency events outside normal hours

PHYSICAL REQUIREMENTS:
Depending on functional area of assignment, tasks involve the ability to exert light physical effort usually involving some lifting, carrying, pushing and/or pulling of objects and materials of light weight (up to 20 pounds). May involve some climbing, balancing, stooping, kneeling, crouching, crawling, walking or standing. Tasks may involve extended periods of time at a keyboard or workstation and extended periods of time standing and/or walking.

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

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

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

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

JOB TITLE:	HUMAN RESOURCES DIRECTOR	**PAY GRADE:**	
DEPARTMENT:	TOWN MANAGER'S OFFICE	**ROLE & LEVEL:**	L4
REPORTS TO:	DIRECTOR OF ADMINISTRATIVE SERVICES	**FLSA STATUS:**	Exempt

JOB SUMMARY:

Plans, leads, directs, develops and coordinates human resources (HR) policies, programs, activities and staff for the Town of Lauderdale-By-The-Sea (LBTS). Work involves responsibility for employee development and training; recruitment; and compensation and benefit plan administration. Ensures legal compliance and implementation of the Town's mission and talent strategy.

Position is primarily focused on managing, coaching, and developing other people. Position requires extensive depth of expertise and knowledge in specialized functions or business areas that can be used to implement policies and procedures as well as determining efficient and innovative ways to accomplish the organization's business strategies.

EXAMPLES OF WORK PERFORMED:

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

- Manages, provides guidance to, and reviews the work of individual contributors to accomplish operational plans and results
- Plans and oversees business area workflow and time utilization of staff; assigns and communicates daily activities and deadlines to staff
- Assesses, plans, and implements best practice standards and ensures compliance with all regulatory and funding agencies; compiles and submits data for trend analysis and regulatory reporting
- Directs the human resources programs and initiatives of LBTS, including research, policy and procedure formulation, and data compilation
- Assumes full management responsibility for all department services and activities including recruitment, training and placement, employee relations, workers compensation claims, and compensation and benefits administration
- Leads a strategic approach to developing long-range goals and objectives to maximize and/or improve performance and accountability and accomplish key human resources initiatives
- Develops, implements, and monitors the department goals, objectives, policies, and priorities for each program and service area to ensure the department is meeting the needs of the Town

- Maintains knowledge of industry trends and employment legislation and ensures organizational compliance
- Evaluates and makes recommendations on classification/reclassification requests, and compensation adjustments
- Manages the Town's worker's compensation and unemployment compensation programs
- Directs the design and presentation of managerial and supervisory training programs for all departments; conducts periodic training needs assessments; makes recommendations regarding organizational development plans
- Directs the Town's employment functions; assists departments in filling position vacancies; develops and monitors job descriptions; recruits qualified candidates; and on-boards new employees
- Recommends and administers compensation and related policies; directs salary studies for compensation evaluation; prepares reports on findings and recommendations
- Directs benefit studies; develops cost-effective benefit programs for employees
- Maintains and establishes personnel policies and practices; assists employees, supervisors, and managers in understanding the application of these policies; counsels employees concerning job-related issues
- Oversees the maintenance of confidential personnel files for all employees
- Evaluates employee workplace complaints; determines whether the matter requires an investigation, either in-house or outside; if an in-house investigation is required, conducts the investigation
- Responds to and resolves employee complaints
- Develops, recommends, and reports on performance indicators and benchmarks to assess progress, evaluate strategies, and recommend adjustments

Supervision:

- Reviews and evaluates work methods and procedures; meets with management staff to identify and resolve problems
- Assesses and monitors workload; identifies opportunities for improvement and implements changes
- Selects, motivates, and evaluates personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline procedures per established policies, procedures, and executive guidance
- Oversees and participates in the development and administration of the departmental budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary

MINIMUM QUALIFICATIONS:

Bachelor's degree in human resources or public/business administration; supplemented by five (5) to seven (7) years of increasingly responsible experience in human resources or risk management,

including two (2) years of previous supervisory responsibility; or an equivalent combination of education, certification, training, and/or experience.

Must have, or be able to obtain, a valid State of Florida Driver License with an acceptable driving record.

PREFERRED QUALIFICATIONS:
Experience in municipal human resources
SHRM-CP/SHRM-SCP, IPMA-CP or CPA certification

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

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of operations, services, and activities of a comprehensive human resources program
- Knowledge of principles and practices of human resources management and organizational development
- Knowledge of federal, state, and local human resources laws, policies, and regulations
- Knowledge of municipal budgeting practices and ability to prepare, administer, and monitor budgets
- Knowledge of policies, procedures, and regulations pertaining to municipal administration
- Knowledge of principles of personnel management, including supervision, training and performance evaluation
- Knowledge of customer services principles, including the handling of upset and distressed people and the ability to graciously assist members of the public under stressful conditions
- Skill in the use of Microsoft Office products (Word, Outlook, and Excel) and applicable department / organization specific software
- Skill in adapting to a changing work environment, competing demands and ability to deal with frequent change, delays or unexpected events
- Skill in dealing tactfully with employees, Town officials, citizens, and the media
- Ability to clearly communicate and understand information in English, both orally and in writing
- Ability to make effective public presentations
- Ability to effectively manage and motivate a wide range of employees with varying skills backgrounds
- Ability to read, analyze and interpret program related laws and regulations and establish necessary work processes and procedures
- Ability to manage multiple priorities to ensure that deadlines are met
- Ability to establish and maintain effective and cooperative working relationships with those contacted in the course of work
- Ability to regularly attend work and arrive punctually for designated work schedule
- Ability to attend LBTS meetings and hearings outside of standard business hours

PHYSICAL REQUIREMENTS:
Depending on functional area of assignment, tasks involve the ability to exert light physical effort usually involving some lifting, carrying, pushing and/or pulling of objects and materials of light weight (up to 20 pounds). May involve some climbing, balancing, stooping, kneeling, crouching, crawling, walking or standing. Tasks may involve extended periods of time at a keyboard or workstation and extended periods of time standing and/or walking.

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

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

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

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

JOB TITLE:	PUBLIC WORKS SUPERINTENDENT	**PAY GRADE:**	
DEPARTMENT:	PUBLIC WORKS	**ROLE & LEVEL:**	L3
REPORTS TO:	ASSISTANT PUBLIC WORKS DIRECTOR	**FLSA STATUS:**	Exempt

JOB SUMMARY:

Oversees and plans the daily operations of the Public Works Department, including street maintenance, grounds maintenance, water and sewer utilities, building maintenance, and maintenance and repair of Town equipment and vehicles for the Town of Lauderdale-By-The-Sea (LBTS). Work involves providing hands-on leadership to field staff, coordinating contracted services, ensuring compliance with state and local regulations, and supporting the Town's commitment to high-quality service, safety, and coastal community resilience.

Position is primarily focused on managing other people. Position requires expertise and knowledge in specialized functions or business areas that can be used to develop efficient and innovative ways to accomplish the organization's business strategies.

EXAMPLES OF WORK PERFORMED:

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

- Supervises, schedules, and evaluates Public Works staff performing maintenance, repair, and beautification of Town facilities, parks, streetscapes, parking areas, and public rights-of-way
- Coordinates daily assignments and inspects completed work for quality, safety, and adherence to operational standards
- Oversees vendor and contractor services including landscaping, tree trimming, janitorial, roadway repair, and facility maintenance
- Manages the maintenance and upkeep of Town-owned buildings, equipment, streetlights, signage, sidewalks, and beach access points
- Oversees stormwater system inspection, cleaning, minor repair, and coordination with engineering or contractors for larger projects
- Ensures proper maintenance and operation of tools, heavy equipment, and fleet vehicles, including preventive maintenance schedules
- Assists the Director of Public Works or Town Manager with department planning, budgeting, procurement, and long-term capital improvement needs
- Prepares work orders, maintains maintenance logs, and ensures accurate documentation within Town systems
- Recommends process improvements, safety enhancements, and service delivery efficiencies

- Responds to resident inquiries, service requests, and community concerns in a professional, timely manner
- Works collaboratively with Town staff, outside agencies, utility providers, contractors, and community partners
- Ensures all Public Works operations follow OSHA, FDOT, FEMA, state environmental rules, and Town policies
- Conducts safety meetings, training, and routine inspections to maintain a safe work environment

Supervision:

- Reviews and evaluates work methods and procedures; meets with management staff to identify and resolve problems
- Assesses and monitors workload; identifies opportunities for improvement and implements changes
- Selects, motivates, and evaluates personnel; provides or coordinates staff training; works with employees to correct deficiencies; makes recommendations regarding discipline and termination

MINIMUM QUALIFICATIONS:

Associate degree in public administration, construction management or a related field; supplemented by seven (7) years of increasingly responsible public works, facilities, utilities or construction/maintenance experience, including one (1) year of previous supervisory responsibility; or an equivalent combination of education, certification, training, and/or experience.

Must possess, or be able to obtain, a valid State of Florida Driver's License with an acceptable driving record

FEMA ICS/ICS training (100/200/700) required or obtained shortly after hire

PREFERRED QUALIFICATIONS:

Bachelor's degree in public administration, construction management or a related field and at least five (5) years of increasingly responsible public works experience.

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

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of roadways, irrigation technology, and water, stormwater, and wastewater utilities and the ability to apply it to maintenance, repairs, and expansion
- Knowledge of construction principles and the ability to read plans
- Knowledge of, or ability to learn, Federal Emergency Management Agency (FEMA) disaster documentation forms and protocols
- Knowledge of principles of personnel management, including supervision, training and performance evaluation
- Knowledge of customer services principles, including the handling of upset and distressed people and ability to graciously assist members of the public under stressful conditions
- Skill in the use of Microsoft Office products (Word, Outlook, and Excel) and applicable department/organization specific software
- Skill in, budget development and management
- Skill in prompt and efficient reaction during emergencies
- Skill in adapting to a changing work environment, competing demands and ability to deal with frequent change, delays or unexpected events
- Ability to read and interpret maps, maintenance manuals, contracts, and work plans
- Ability to operate and oversee operation of hand tools, power tools, and light to heavy equipment
- Ability to organize and coordinate a wide variety of public services
- Ability to clearly communicate and understand information in English, both orally and in writing
- Ability to effectively manage and motivate a wide range of employees with varying skills backgrounds
- Ability to identify potential issues, modify processes and resolve conflict as the need arises
- Ability to analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations and action plans in support of goals
- Ability to correctly interpret and efficiently implement all applicable policies and procedures
- Ability to manage multiple priorities to ensure that deadlines are met
- Ability to establish and maintain effective and cooperative working relationships with those contacted in the course of work
- Ability to regularly attend work and arrive punctually for designated work schedule
- Ability to respond to emergency events outside normal hours

PHYSICAL REQUIREMENTS:

Depending on functional area of assignment, tasks involve the regular and, at times, sustained performance of moderately physically demanding work and may require occasional lifting, carrying, pushing and/or pulling of heavy objects or materials (up to 80 pounds). Tasks that require moving objects of significant weight require the assistance of another person and/or use of proper techniques and moving equipment.

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

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

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

HRCC

HR COMPENSATION CONSULTANTS, LLC

Job and Pay Framework Update

COMMISSION MEETING

MARCH 24, 2026

HR COMPENSATION CONSULTANTS, LLC

HEAD OF THE HRCC TEAM

KATIE MILLER BUSCH

PROJECT MANAGER AND
LEAD COMPENSATION CONSULTANT

GRP®

SHRM-SCP

25 years in compensation consulting



DIANA SPIELMAN

LEAD DATA ANALYST



JASON BUSCH

IT SUPPORT & DATA MANAGER

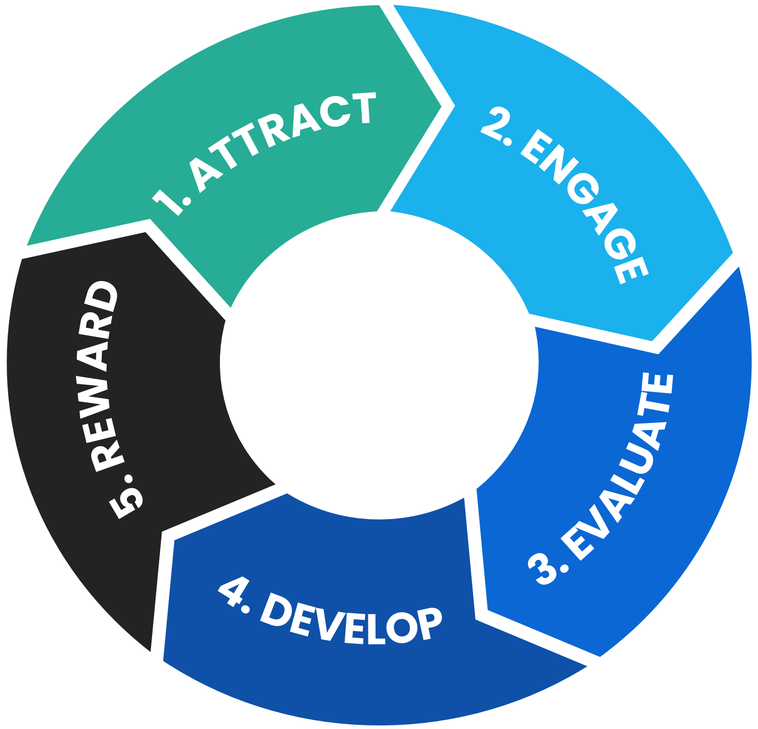


HILARY BUNCH

COMMUNICATIONS MANAGER



GOALS OF A JOB & PAY FRAMEWORK



YOUR PLANS SHOULD BE:

- ✓ internally equitable
- ✓ externally competitive
- ✓ align with the organization's mission and values
- ✓ fiscally responsible
- ✓ support the organization's total reward philosophy
- ✓ give managers good guidance on making pay decisions

JOB & PAY FRAMEWORK UPDATE

TYPICAL PROJECT PROCESS



HRCC
HR COMPENSATION CONSULTANTS, LLC

ROLE AND LEVEL CHART

KEEP JOBS ORGANIZED

ROLE & LEVEL CHART

	Leader	Professional	Technician	Associate
Each job title is assigned a Role & Level Each Role & Level can be assigned grade and pay range	L7			
	L6			
	L5	P6		
	L4	P5		
	L3	P4		
	L2	P3		
	L1	P2	T5	
		P1	T4	A5
			T3	A4
			T2	A3
			T1	A2
				A1

CONFIRMED THE JOB MAP

GRADE	L	P	T	A	Town Manager's Office												Town Clerk		Finance		Development Services				Public Works										Fire/EMS - Police/BSO
12	L7				L7	Town Manager		*Human Resources*		*Marketing and Special Events*		*Visitor's Center*		*Community Center*								*Planning and Building Services*		*Code Compliance*		*Building and Grounds*		*Streets and Infrastructure*		*Parking Operations*		*PW Admin*		*Information Technology*	*Public Safety*
11	L6				L6	Deputy Town Manager																													
10	L5	P6			L5	Director of Administrative Services													L5	Director of Finance and Budget	L5	Director of Development Services				L5	Director of Public Works								
9	L4	P5					L4	Human Resources Director						Community Center Director (contracted)					P5	Asst Director of Finance	L4	Asst Director Planning				L4	Assistant Public Works Director								
8	L3	P4			L3	Assistant to the Town Manager											P4	Town Clerk (Certified)					L3	Asst Director Code Compliance	L3	Public Works Superintendent								
7	L2	P3					P3	HR Manager, SHRM	P3	Marketing and Events Manager							P3	Town Clerk (pre certification)							L2	PW Supervisor, Building and Public Lands	L2	PW Supervisor, Streets and Infrastructure	L2	PW Supervisor, Parking					
6	L1	P2	T5				P2	HR Manager	T5	Senior Coordinator, Special Events & Community Marketing									P2	Accountant	P2	Planner									P2	Assistant to Public Works Director			
5		P1	T4	A5					A5	Coordinator, Special Events & Community Marketing											P1	Planning Technician	T4	Code Compliance Officer				T4	Parking Services Coordinator					
4			T3	A4	A4	Administrative Specialist													A4	Senior Accounting Specialist															
3			T2	A3													A3	Customer Service Representative							T2	Maintenance Worker III	T2	Maintenance Worker III	T2	Maintenance Worker III					
2			T1	A2															A2	Accounting Specialist					T1	Maintenance Worker II	T1	Maintenance Worker II	T1	Maintenance Worker II					
1				A1	A1	Office Assistant					A1	Part-Time Visitor Center Host													A1	Maintenance Worker I	A1	Maintenance Worker I	A1	Maintenance Worker I					

HRCC
HR COMPENSATION CONSULTANTS, LLC

SALARY SURVEY

CUSTOM SURVEY AND COMPANALYST

PUBLISHED SURVEY DATA

1

INDUSTRY / SECTOR DATA

General Industry

2

GEOGRAPHY

Fort Lauderdale metro area

3

ORGANIZATION SIZE

Up to 50 FTE

SIMILAR ORGANIZATIONS FROM 2023 COMP STUDY

Bay Harbor Islands
Dania Beach
Hillsboro Beach
Lauderdale Lakes
Lighthouse Point
~~Pembroke Park~~
Southwest Ranches
Sunny Isles Beach
Wilton Manors

2025 ADDED:

Miami Shores
North Bay Village
Surfside

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CURRENT TO PROPOSED PAY RANGES

SIGNIFICANT CHANGES IN THE LABOR MARKET

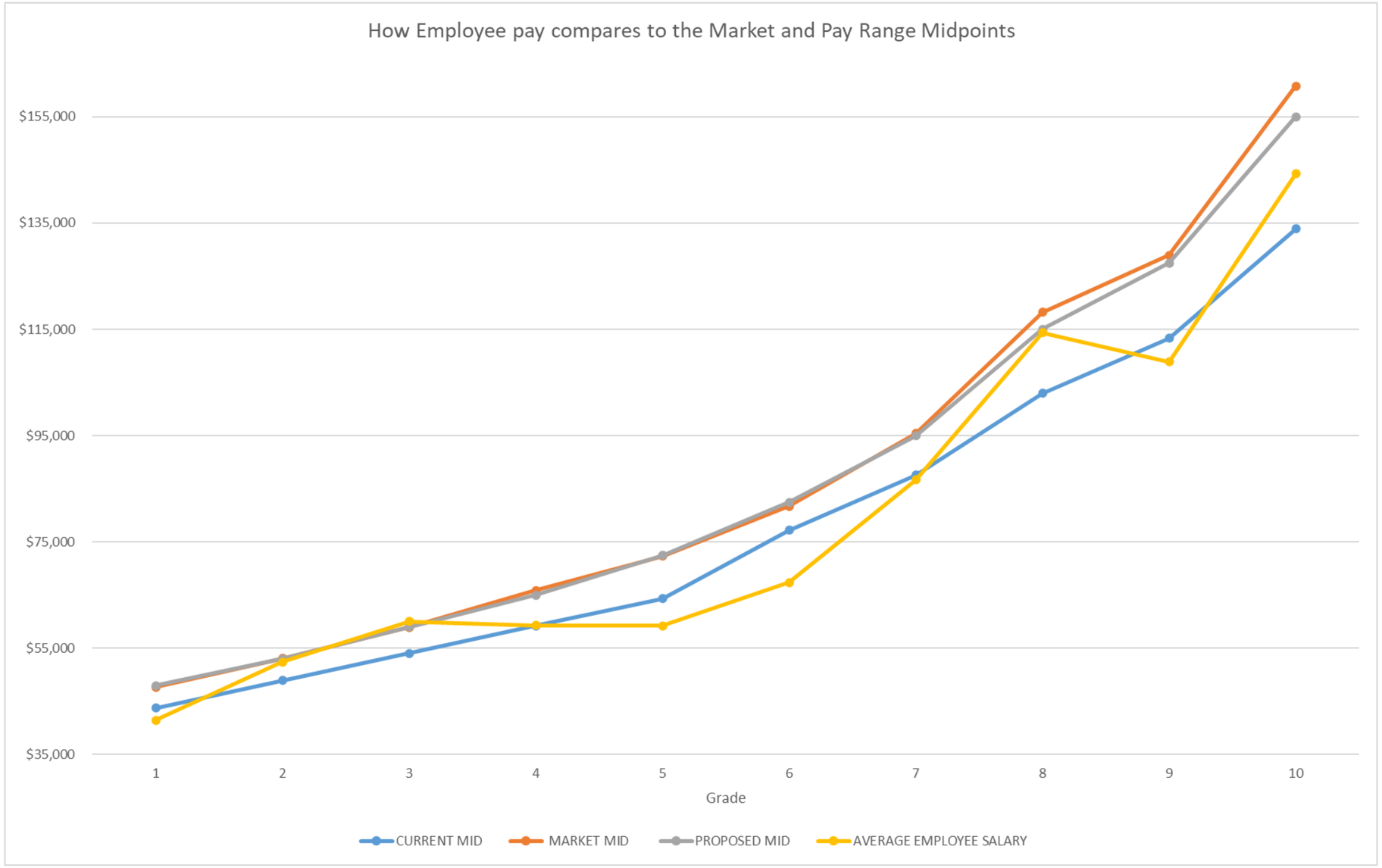
1	2	3	4	5	6	7	8	9	10
Current Minimum	Current Midpoint	Current Maximum	Grade	Curr Min Hourly	Prop Min Hourly	Proposed Minimum (Not Aged)	Proposed Midpoint (Not Aged)	Proposed Maximum (Not Aged)	Midpoint Change
$ 131,840	$ 164,800	$ 197,760	11			$ 140,000	$ 175,000	$ 210,000	
$ 107,120	$ 133,900	$ 160,680	10			$ 124,000	$ 155,000	$ 186,000	6.19%
$ 90,640	$ 113,300	$ 135,960	9			$ 102,000	$ 127,500	$ 153,000	15.76%
$ 82,400	$ 103,000	$ 123,600	8			$ 92,000	$ 115,000	$ 138,000	12.53%
$ 70,040	$ 87,550	$ 105,060	7			$ 76,000	$ 95,000	$ 114,000	11.65%
$ 61,800	$ 77,250	$ 92,700	6			$ 66,000	$ 82,500	$ 99,000	8.51%
$ 51,500	$ 64,375	$ 77,250	5	$ 24.76	$ 27.88	$ 58,000	$ 72,500	$ 87,000	6.80%
$ 47,380	$ 59,225	$ 71,070	4	$ 22.78	$ 25.00	$ 52,000	$ 65,000	$ 78,000	12.62%
$ 43,260	$ 54,075	$ 64,890	3	$ 20.80	$ 22.60	$ 47,000	$ 59,000	$ 71,000	9.75%
$ 39,140	$ 48,925	$ 58,710	2	$ 18.82	$ 20.19	$ 42,000	$ 53,000	$ 64,000	9.11%
$ 35,020	$ 43,775	$ 52,530	1	$ 16.84	$ 18.27	$ 38,000	$ 48,000	$ 58,000	8.33%
								AVG	10%

RANGES BEFORE AGING
REFLECT CURRENT LABOR MARKET

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RANGES BEFORE AGING

EMPLOYEE ANALYSIS SUMMARY



AGING THE PROPOSED PAY RANGES

LABOR MARKET CHANGES CONTINUE

GRADE	AGED HOURLY MINIMUM	AGED PROPOSED MINIMUM FOR 10/2026	AGED PROPOSED MIDPOINT FOR 10/2026	AGED PROPOSED MAXIMUM FOR 10/2026
11		$ 144,900	$ 181,125	$ 217,350
10		$ 128,340	$ 160,425	$ 192,510
9		$ 105,570	$ 131,963	$ 158,355
8		$ 95,220	$ 119,025	$ 142,830
7		$ 78,660	$ 98,325	$ 117,990
6		$ 68,310	$ 85,388	$ 102,465
5	$ 28.86	$ 60,030	$ 75,038	$ 90,045
4	$ 25.88	$ 53,820	$ 67,275	$ 80,730
3	$ 23.39	$ 48,645	$ 61,065	$ 73,485
2	$ 20.90	$ 43,470	$ 54,855	$ 66,240
1	$ 18.91	$ 39,330	$ 49,680	$ 60,030
AGING FACTOR			3.50%	

Grade	Leader Titles	Leader	Professional	Technician	Associate
11	DTM	L6			
10	Dir	L5	P6		
9	Sr Mgr	L4	P5		
8	Mgr	L3	P4		
7	Sr Supv	L2	P3		
6	Supv	L1	P2	T5	
5			P1	T4	A5
4				T3	A4
3				T2	A3
2				T1	A2
1					A1

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IMPLEMENTING A NEW PLAN

JULY 2026

- Step 1: Bring all employees to New Minimum Pay in aged pay ranges

OCTOBER 2026

- Step 2 : Award individual performance with merit-based increases

HRCC recommends: 5% to budget for merit pool

	IMPLEMENTATION COST ESTIMATE		EE data as of 02-12-2026
	AGE RANGES	**3.5%**	
	TOTAL EMPLOYEE COUNT	38	Does not include Town Mgr, includes vacancies
	TOTAL CURRENT PAYROLL	$2,621,735	
1	**COST TO MINIMUM**		
	EMPLOYEE COUNT	8	Implementation July 2026
	% OF EMPLOYEES	21%	
	TOTAL COST	**$ 28,800**	
	% OF CURRENT PAYROLL	1.10%	
2	**MERIT POOL**	**5.0%**	Merit in Oct 2026
	NEW PAYROLL	$2,650,535	
	MERIT BUDGET POOL	**$ 132,527**	
	TOTAL IMPLEMENTATION		
	TOTAL COST	**$ 161,327**	

RANGE PENETRATION	
20%	Before increases
22%	After To Min increases
33%	After Merit Increases
	Budgeting 5% of payroll

HRCC
HR COMPENSATION CONSULTANTS, LLC

Katie M Busch
Diana Spielman

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561.501.7688
www.hrcompconsultants.com

Agenda Item No: 18.c.

Town Commission Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Courtney Easley, Acting Town Clerk/Assistant to Town Manager
Submitting Department: Administration
Item Type: Resolution
Agenda Section:RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2026-07: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH CIRCUIT TRANSIT INC. FOR THE PROVISION OF POINT TO POINT TRANSPORTATION SERVICES WITHIN THE TOWN, UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF POMPANO BEACH AGREEMENT AWARDED PURSUANT TO RFP 25-015; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation:

At the February 28, 2023 Town Commission meeting, the Commission directed staff to cancel the Town's shuttle service contract with Limousines of South Florida (Pelican Hopper). The Town subsequently entered into a piggyback agreement with Circuit Transit, Inc. through the City of Pompano Beach. On March 14, 2023, the Town Commission approved a three-year agreement with Circuit to provide micro-transit shuttle services. The current agreement is scheduled to expire on February 24, 2026.

The piggyback contemplates a 5-year term based on the rates set forth in the agreement with the City of Pompano Beach with a not to exceed cost of $212,000 per year. The Commission also directed staff to include a $2.00 per passenger fee and allow for advertising on the Circuit vehicles. The advertisements, which the Town will receive 50% of the net revenue from, will be approved by the Town Manager prior to being implemented. Based on the estimates that were previously presented by Circuit this will save the Town approximately $93,000.

Recommendation: Approve Resolution 2026-07.

Exhibits:
1. Resolution 2026-07 - Approving A Piggyback Agreement With Circuit Transit Inc. (2026)
2. Piggyback Agreement - Approving A Piggyback Agreement With Circuit Transit Inc. (2026)
3. Exhibit A - Proposed Exhibits LBTS Piggback Agreement - Pompano MAR 2026

4. CIRCUIT TRANSIT INC (RFP25-015)_Ordinance No. 2026-10 (002)

RESOLUTION NO. 2026-07

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH CIRCUIT TRANSIT INC. FOR POINT-TO-POINT MICRO-TRANSIT TRANSPORTATION SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF POMPANO BEACH CONTRACT AWARDED PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 25-015; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 10, 2024, the Town of Lauderdale-By-The-Sea (the "Town") Commission adopted Resolution No. 2024-63, approving a piggyback agreement with Circuit Transit Inc. (the "Contractor") for point-to-point micro-transit transportation services within the Town (the "Services"), utilizing the terms and conditions of an agreement entered into by the City of Pompano Beach (the "City"), pursuant to Request for Proposals No. P-29-20; and

WHEREAS, the expiration of the agreement with the Contractor necessitates a new agreement to ensure the continued provision of the Services within the Town; and

WHEREAS, on January 13, 2026, the City entered into an agreement for point-to-point micro-transit transportation services with the Contractor, pursuant to Request for Proposal No. 25-015 (the "Pompano Beach Agreement"); and

WHEREAS, the Town desires to enter into an agreement, in substantially the form attached hereto as Exhibit "A," with the Contractor utilizing the same or better terms and conditions as the Pompano Beach Agreement (the "Piggyback Agreement"); and

WHEREAS, Section IV.E. "Cooperative Purchasing (Piggybacking)" of the Town's Purchasing Manual provides that purchases made under the provisions of another government's

purchasing contracts shall be exempt from the competitive bidding requirements provided that certain criteria set forth are all satisfied; and

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

WHEREAS, in accordance with Section IV.E. of the Town's Purchasing Manual, the Town Commission desires to approve the Piggyback Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A," and authorize the Town Manager to execute the Piggyback Agreement; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Piggyback Agreement with the Contractor, utilizing the Pompano Beach Agreement.

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

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

Section 2. Approval of Agreement. The Town Commission hereby approves the Piggyback Agreement with the Contractor for the Services.

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

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

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

PASSED AND ADOPTED this _____ day of _____, 2026.

_____
Mayor Edmund Malkoon

Attest:

_____
Courtney Easley, Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT WITH CIRCUIT TRANSIT INC.
(Piggyback Competitive Award)

This Agreement is made this ____day of _____, 2026 (the “Effective Date”) between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and Circuit Transit Inc. (referred to as "Contractor"), authorized to do business in Florida, whose address is 777 S. Flagler Drive, Suite 800 W, West Palm Beach, FL 33401; collectively referred to as “the Parties.”

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with the Contractor (the "Agreement") for micro-transit transportation services (the “Services”); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Pompano Beach (the “City”) and the Contractor as set forth in the City’s Request for Proposal No. 25-015, attached hereto and incorporated herein as Exhibit “2” (the “Pompano Beach Agreement”); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and Pompano Beach Agreement, except as otherwise modified herein; and

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

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

Section 1. Contract Terms. The terms and conditions of the Pompano Beach Agreement, attached hereto as Exhibit “2,” are incorporated as though fully set forth herein. In the event of conflict between or among this Agreement and the terms and conditions of the Pompano Beach Agreement, the order of priority shall be: this Agreement, and the Pompano Beach Agreement.

The following additional provisions are included:

A. The "Town of Lauderdale-By-The-Sea" and “the Town” shall be deemed substituted for "the City of Pompano Beach” with regard to any and all provisions of the Pompano Beach Agreement, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which are incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the Pompano Beach Agreement, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.

B. The Town shall compensate the Contractor pursuant to the rates set forth in this Agreement, in an amount not to exceed $212,000 per year, for a term of five (5) years.

C. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida.

D. Public Records

1. Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

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

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

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

5. Upon completion of this Agreement or in the event of termination by either

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

6. Any compensation due to Contractor shall be withheld until all records are received as provided herein. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT townclerk@lauderdalebytheseafl.gov, OR BY MAIL: Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.**

Refusal of the Contractor to comply with the provisions of this Section shall be grounds for immediate termination for cause by the Town of this Agreement.

E. Scrutinized Companies

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or

engaged with business operations in Cuba or Syria during the term of this Agreement.

3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

F. ETHICS

1. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

2. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

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

4. Compliance with Applicable Law: Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Contractor covenants that it will conduct no activity or provide any service that is unlawful or offensive.

G. INSURANCE

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

All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in

the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

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

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

2. **Workers' Compensation Insurance** – Statutory.

3. **Comprehensive Automobile Liability Insurance** - $1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; $1,000,000 Hired & Non Owned Auto Liability.

H. INDEMNIFICATION

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

I. NONCOERCIVE CONDUCT AFFIDAVIT.

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for

labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

J. PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

If this contract contemplates the Town giving access to an individual's personal identifying information, then the following applies:

1. Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

Section 2. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

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

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

For Contractor: [INSERT]

Section 3. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be

modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 4. Waiver of Jury Trial. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement or arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

Section 5. Exhibit "A" of the Pompano Beach Agreement. Exhibit "A" of the Pompano Beach Agreement is hereby deleted and replaced in its entirety with Composite Exhibit "1," attached hereto and incorporated herein by this reference, which includes the Service Area Map, Driver Schedule, and Compensation Schedule.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

_____

Ken Rubach, Town Manager

Date:_____

CONTRACTOR:

CIRCUIT TRANSIT INC.

_____

Date:_____

Attest: _____
Courtney Easley, Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

Exhibit A - Scope of Work
Service Area Map



Driver Schedule

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

Compensation Schedule

Service Fee Structure

Rates	Amount	Notes
GEM Rate per Service Hour	$38.45	Cost before any advertising revenue or discounts, based on 821 monthly service hours.
Monthly Service Hours	821	Total aggregate hours of all drivers, measured from when a driver starts their shift to when the driver ends their shift, subtracting any unpaid hours.
Estimated Annual Advertising Revenue to Town Already Contracted)	$42,500	Contracted revenue based on our current advertising agreements through 1/3/27. This assumes only 2 cars continue to be available for advertising.
Annual Parking costs paid back to Town	$9,600	Budgeted Costs that will be paid back to the Town for parking.
Estimated Annual Cost to Pompano Beach	**$326,709**	Annual Total after estimated cost reductions.
Implied Rate per Service Hour	$33.16	Rate based on 821 monthly service hours of operations after estimated advertising & parking cost reduction.
Implied Rate per Hour of Operation	$27.55	Rate based on 988 monthly hours of operation after estimated advertising & parking cost reduction.
Implied Cost Per Rider	$2.75	Based on July 2025 Passenger Count.

Fares

Contractor will work with Town to implement a two Dollar ($2.00) passenger fare. Contractor shall be responsible for deploying and managing the fare payment system, including via its mobile app utilizing credit and/or debit card payments. Any fare revenue collected ("Net Fare Revenue") shall be allocated to the Town and applied as a credit on monthly invoices. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less all costs and expenses, including but not limited to sales taxes or other taxes imposed by law, Contractor's administrative expenses, credit card processing fees and other billing related charges by third parties imposing similar processing charges will be paid by Contractor.

Advertisement Sales

Contractor shall sell space on the exterior or interior of the vehicles for the display of commercial advertising ("Advertisement Sales"). Contractor, upon request, will provide Town copies of executed Advertisement Sales contracts.

Net Advertising Revenue, shall be divided equally between Contractor and the Town, with each party entitled to 50% of Net Advertising Revenue. Contractor will credit the Town for its share of the advertising revenue split, generated and received by Contractor, less any commissions paid, in the form of a service credit on the next payment that is due.

Net Advertising Revenue means the gross advertising revenue received less all costs, including, but not limited to advertisement design, production costs, installation and removal costs and customary commissions paid to media sales representatives, incurred by Contractor in connection with providing the Advertisement Sales.

Please note any changes to the Services including, but not limited to, vehicles, the vehicle operating hours, coverage area, shuttle services, advertising, fare collection, and/or data reporting may impact the total cost of the program. If the scope of the Services should change, modifications to this Scope of Work or a new Scope of Work may be necessary. Any modifications to the designated stops and/or service area may necessitate a corresponding adjustment to service hours, the number of vehicles, and driver availability to ensure the continued delivery of an appropriate level of service. Any changes to service or service areas will be mutually agreed upon by both Contractor and the Town.

Accounts Receivable Assignment Consent

Notwithstanding the Section 7 of the Master Contract, Town consents to Contractor's assignment of its rights to receive payments or accounts receivable due under this Agreement to Silicon Valley Bank, a division of First-Citizens Bank & Trust Contractor ("SVB"), in connection with a revolving line of credit or other financing facility. Any such assignment shall be strictly limited to Contractor's rights to payment and shall not modify any other rights or obligations under this Agreement but shall be subject to assignee assuming all obligations of Contractor under this Agreement related to the rights assigned.

ADVERTISING GUIDELINES

1. In its agreement with its advertising contractors, Contractor will reserve the right to reject any advertisement, commercial or noncommercial.

2. All advertising and promotional materials, including, without limitation, any vehicle "wraps" (collectively "**Advertising**") must conform to the following criteria:

A. Defamatory Advertising. No Advertising will be permitted that falsely disparages any person, product, or Contractor, or that is likely to damage the reputation of any person, product, or Contractor.

B. Advertising Condoning Criminal Conduct. No Advertising will be permitted that is likely to incite or produce imminent unlawful activity.

C. Obscene Advertising. No Advertising will be permitted that contains obscene matter or matter harmful to minors.

D. False Advertising. No Advertising will be permitted that contains false or grossly misleading information.

E. Tobacco and Firearms. No Advertising will be permitted that promotes the sale of tobacco or tobacco products, electronic cigarettes, or firearms.

F. Existing Laws. All Advertising must conform to applicable federal, state, and local statutes, laws, ordinances, rules and regulations.

3. Town Manager or designee shall have the authority to approve all advertising on Contractor's vehicles prior to implementation.

4. The Town may make demand upon Contractor for the removal of any Advertising, commercial or noncommercial, that does not conform to this policy. Such demand will be in writing and will state reasonable grounds for the demand. Contractor will consider and act promptly upon the demand in accordance with this policy.

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ORDINANCE NO. 2026-10

CITY OF POMPANO BEACH
Broward County, Florida

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

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

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

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

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

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

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

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

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 9th day of December, 2025.

PASSED SECOND READING this 13th day of January, 2026.

Signed by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

Signed by:



JES/mcm
11/17/25
L:ord/2026-35

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No. 13003

AGREEMENT FOR TRANSPORTATION SERVICES (POINT TO POINT)

THIS AGREEMENT is entered into this 13 day of January 20 26, by and between the **CITY OF POMPANO BEACH**, a Florida municipal corporation, having its principal office located at 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060 (referred to as "CITY"), and **CIRCUIT TRANSIT INC.** (referred to as "CONTRACTOR"), authorized to do business in Florida, whose address is 777 S. Flagler Drive, Suite 800 W, West Palm Beach, FL 33401; collectively referred to as "the Parties."

WHEREAS, the CITY issued a Request for Proposals ("RFP") for Micro-Transit Transportation Services, RFP25-015, on July 15, 2025; and

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

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

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

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

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

2. Scope of Services

2.1 The CONTRACTOR shall provide Services to the CITY, in accordance with the terms and conditions of this Agreement, and consistent with the City's RFP25-015 and the CONTRACTOR's Response, attached and incorporated as **Exhibit "C."** The Services may be adjusted based upon the needs of the users and may be adjusted by mutual agreement of the Parties and their execution of a written amendment to this Agreement. Notwithstanding the foregoing, to the extent that the terms and conditions of this Agreement conflict with the terms and conditions of the CONTRACTOR's Proposal, this Agreement shall control.

2.2 CONTRACTOR shall provide a year-round point-to-point transportation program that will provide the City of Pompano Beach residents, visitors, and business employees ("Riders")

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with convenient and efficient transportation options. The Service should be hospitality oriented, and may include supplementary service during special events requiring vehicles, personnel, and resources.

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

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

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

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

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

2.6.1 Services:

2.6.1.1 The CONTRACTOR shall provide the Services to the Riders by providing on-demand rides to work, for shopping, restaurant, events, nightlife access and for various venues serving the Core Service Area which is attached as **Exhibit "A."**

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2.6.1.2 Service Hours will be provided Sunday through Thursday 10 A.M. until 8:00 P.M. and Friday through Saturday 10:00 A.M. until 11 P.M. Any changes in total service hours shall be in writing and mutually agreed upon in writing executed by the CITY's City Manager and the CONTRACTOR.

2.6.1.3 CONTRACTOR shall comply with the driver schedule, which is attached as **Exhibit "A,"** in order to insure there is a minimum number of vehicles operating within the Service Area. Three (3) vehicles shall have a minimum capacity of five (5) standard passengers, and at least one (1) vehicle shall have a decreased standard passenger capacity to provide for one (1) wheelchair passenger.

2.6.1.4 All trips must begin and end within the Core Service Area as shown on the Service Area Map, which is attached hereto as **Exhibit "A."** Any changes in the Service Area Map, including the Core Service Area, shall be in writing and mutually agreed upon in writing executed by the CITY and the CONTRACTOR.

2.6.1.5 The Parties shall meet at least annually to review the services provided in the Service Area and the Core Service Area, and determine if any adjustments are necessary. Any agreed-upon adjustments shall be reduced to a written amendment to this Agreement, to be executed by both Parties.

2.6.1.6 The service shall be free to users. Tipping is permitted, but not required.

2.6.1.7 CONTRACTOR and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to themselves, other passengers, the driver, the vehicle, or other vehicles or persons.

2.6.1.8 CONTRACTOR is permitted to establish reasonable restrictions on the provision of services to non-service animals.

2.6.1.9 CONTRACTOR shall be prepared to adjust fleet to adhere to changing demands, such as during special events, as more particularly defined in Section 3.4 of the Agreement.

2.6.1.10 CONTRACTOR will communicate any problems or requests to the CITY through its City Manager or designee.

2.6.1.11 CONTRACTOR will have the right to suspend operation of the vehicles without penalty in the case of severe weather, unsafe operating conditions, or the issuance of a tropical storm or hurricane watch or warning, subject to providing written notification to the CITY.

2.6.2 Drivers

2.6.2.1 CONTRACTOR agrees that their drivers shall serve as ambassadors for the City of Pompano Beach, and shall present themselves in a friendly, personable, and customer-service-oriented manner at all times.

2.6.2.2 CONTRACTOR shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to engagingly communicate with riders while answering their questions.

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

2.6.3 Vehicles:

2.6.3.1 CONTRACTOR's vehicles shall be properly licensed and authorized to legally operate on the public streets and rights-of-way in the State of Florida.

2.6.3.2 Vehicles shall be equipped with equipment/hardware to collect ridership data and with GPS units for vehicle location.

2.6.3.3 Vehicles shall be aesthetically suitable for a neighborhood shuttle.

2.6.3.4 CONTRACTOR shall be responsible for the cleanliness of the interior and exterior of the vehicles. Vehicles shall be free of graffiti, vandalism, defacement and other damage to the satisfaction of the CITY.

2.6.3.5 CONTRACTOR must ensure that at least one vehicle in use, at all times, is wheelchair-accessible.

2.6.3.6 CITY will provide for Four (4) spaces within its Pier Parking Garage for vehicle storage and charging.

2.6.3.7 Vehicle maintenance must be performed by the CONTRACTOR.

2.6.4 Technology/App:

2.6.4.1 After a ride is requested, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.

2.6.4.2 CONTRACTOR shall offer a mobile application ("App") that is available to individuals on their Android and iPhone electronic devices. The App will allow an individual to do the following with their Android and iPhone devices:

a. View location of vehicle, stops, and estimated times of arrival ("ETA") in real-time after a request is made and assigned to a driver.
b. App shall be at no cost to the user.
c. App shall allow users to provide feedback and rate drivers.
d. Allow an individual to request a pickup and be given an estimated wait time based upon driver and vehicle availability.

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

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2.6.5 When drivers use the App to respond to Riders' ride requests, the driver app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.

2.6.6 CONTRACTOR shall provide a toll-free telephone number that may be used by Riders to access service information.

2.7 Customer service is one of the CITY's key factors of the Services to be provided by CONTRACTOR. CONTRACTOR will be responsible for addressing all complaints in a courteous and timely manner and provide reports to CITY staff as needed and upon City's request.

2.8 CONTRACTOR will provide services using its own vehicles. Creative, tourist- oriented and colorful designs of the vehicles are encouraged. CONTRACTOR will provide notice to the CITY for review and comment on the final design, which shall be subject to the CITY's consent, and such consent shall not be unreasonably withheld. The CITY shall be deemed to have consented to the final design if the CITY has not objected to such design within forty-eight (48) hours of notice. CONTRACTOR will be responsible for all costs associated with the design of the vehicles.

2.9 CONTRACTOR shall replace any vehicle at its sole expense when the vehicle cannot be maintained in good working order, in accordance with applicable laws, and regulations, or the vehicles are no longer able to be maintained in accordance with the requirements of this Agreement. CONTRACTOR shall use its best efforts to restore non-operational vehicles within ten (10) business days from the date of any incident requiring the vehicle to be removed from operation. CONTRACTOR shall provide verbal and written notice to the CITY of any delay in restoring a non-operational vehicle that extends beyond ten (10) business days from the date of malfunction. If the CITY determines that any such delay is due to CONTRACTOR's lack of diligence, the CITY will have the right to pursue any remedy provided for in this Agreement or at law or equity.

2.10 If the Parties agree on modifications or revisions to an element of the Services, after the CITY has approved performance of a particular task or project, and a budget has been established for that task or project, the CONTRACTOR shall submit a revised budget to the CITY for approval prior to proceeding with the task or project.

2.11 Reporting. CONTRACTOR shall provide CITY with, monthly, quarterly, and yearly level of service reports. All reports will be due within fifteen (15) days of the period end. Upon request by the CITY, CONTRACTOR shall provide the CITY with weekly level of service reports. These reports shall include the following:

2.11.1 Number of Riders on a daily, weekly, and monthly basis and locations for pickup and drop-off;

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2.11.2 Addresses from which riders are picked up and addresses of drop-off locations;
2.11.3 Number of vehicles not in operation on a daily, weekly, and monthly basis, including a description of the malfunction or reason for the inoperable vehicle, and the length of time to place the vehicle back in service;
2.11.4 Average wait time from request through the mobile app until arrival by the vehicle on a daily, weekly, and monthly basis;
2.11.5 Average trip duration on a daily, weekly, and monthly basis;
2.11.6 Number of passenger complaints received, and resolution of complaints on a daily, weekly, and monthly basis.

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

3. Contract Price.

3.1 The CITY agrees to pay CONTRACTOR an amount not to exceed **Three Hundred Twenty-Six Thousand Seven Hundred and Nine Dollars ($326,709.00)** for the faithful performance of this Agreement, and for work as directed by CITY in accordance with the schedule and Service Fee Structure in **Exhibit "A,"** which is inclusive of an annual minimum guaranteed vehicle advertising revenue of **Forty-Two Thousand Five Hundred Dollars ($42,500.00)** described in Paragraph 3.7 below. The Contract Price is all-inclusive for the work being performed by CONTRACTOR, and the CITY shall not be responsible for the payment of any additional fees, unless the parties enter into a written amendment to this Agreement which is approved by the City Commission, and executed by both Parties. The Parties acknowledge that the foregoing minimum guaranteed vehicle advertising revenue has been provided based on CONTRACTOR's then-current advertising agreements and available advertising inventory as of the CONTRACTOR's RFP submission date, and that any advertising guarantee is reviewed and extended on a City-specific basis by reference to the advertising contracts then in effect. The CITY will not make any additional payments such as fuel surcharges, demurrage fees, delay in delivery charges.

3.2 Payment Terms.

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

3.3 Invoices.

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3.3.1 Contract Price. For payment purposes, CONTRACTOR will invoice the CITY on a monthly basis for the Services provided pursuant to this Agreement. CONTRACTOR shall submit invoice to the CITY no later than the 15th day of the month. CITY may withhold payment until a final determination is made that all Services have been or are being performed pursuant to this Agreement. Notwithstanding the foregoing, in no event shall CITY withhold payment that is more than fifteen (15) days past due unless it has provided CONTRACTOR with written notice of a material breach of this Agreement for which payment is being withheld, with an opportunity to cure as more fully set forth in Section 13, Termination.

3.3.2 Charges for Additional Services. For additional charges incurred by CITY in connection with services performed for the CITY by CONTRACTOR outside of the scope of Services to be provided. The CITY agrees to pay the CONTRACTOR as set forth in Section 3.4 below, CONTRACTOR shall submit an invoice to the CITY no later than the 15th day of the month in which such services are performed.

3.3.3 The invoices submitted by CONTRACTOR shall contain the following basic information: CONTRACTOR's name and address, invoice number, date of invoice, a description of the service performed, and any credits to the CITY for advertising revenue due to the CITY pursuant to Section 3.7.

3.4 Hourly Rate. For services to be provided outside of the Services agreed upon by the parties under this Agreement, but utilizing the three (3) contracted fleet vehicles, the CITY agrees to pay the CONTRACTOR an hourly rate per vehicle, for the services provided, as indicated in **Exhibit "A."** Any services provided by the CONTRACTOR outside of the Services agreed upon by the parties under this Agreement shall require the prior written consent of CONTRACTOR and the CITY's City Manager or their authorized representatives. Upon request from the CITY, the cost for any additional vehicles shall be provided by CONTRACTOR to the CITY. The CITY shall only be obligated to pay the cost for the use of additional vehicles, and CONTRACTOR shall only be obligated to supply the additional vehicles, upon the execution of a written authorization executed by the CONTRACTOR and the CITY's City Manager or their authorized representatives.

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

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

3.6.1 Failure to provide backup service within twenty-four (24) hours in the event that one or more vehicles are out of service shall result in a penalty of $50.00.

3.6.2 Failure to maintain vehicle exterior and interior cleanliness and aesthetics following a written warning to the CONTRACTOR from the CITY with a twenty-four (24) hour opportunity to cure, shall result in a penalty of $100.00 per occurrence.

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3.6.3 Failure to notify the CITY regarding any changes in schedule shall result in a penalty of $100.00 per occurrence.

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

3.7 Revenue Sharing/Advertisement Sales Services.

3.7.1 CONTRACTOR shall sell space on the exterior or interior of the Vehicles for the display of commercial advertising with the goal of raising revenue to partially finance the cost of the Services performed under this Agreement ("Advertising Revenue"). CONTRACTOR agrees to provide the City with a copy of all advertising revenue contracts it executes with businesses, as well as providing an accounting of all advertising revenue in a report to accompany each monthly invoice.

3.7.2 CONTRACTOR shall credit the CITY's monthly invoice by 1/12th of the annual minimum guarantee advertising revenue, Forty-Two Thousand Five Hundred Dollars ($42,500.00), generated from the sale of advertising on the Vehicles during each calendar year of the Term.

3.7.3 Gross Advertising Revenue in excess of the Minimum Guarantee Advertising Revenue or Forty-Two Thousand Five Hundred Dollars ($42,500.00) that is generated and actually received by CONTRACTOR in connection with sales of advertising on the interior or exterior of the Vehicles (collectively the "Advertisement Sales Services" and the advertisements so sold, the "Advertisements") shall be divided equally between CONTRACTOR and the CITY, with each party entitled to 50% of Gross Advertising Revenue that is generated and actually received by CONTRACTOR.

3.7.4 Gross Advertising Revenue means the gross advertising revenue received less all other costs and expenses, including, but not limited to advertisement design and production costs, incurred by the CONTRACTOR in connection with providing the Advertisement Sales Services.

3.7.5 CONTRACTOR shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CITY's consent, which shall not be unreasonably withheld. The City shall be deemed to have consented if the CITY has not objected to such Advertising Sales Services within forty-eight (48) hours of the notice to the CITY. CONTRACTOR shall not accept advertising content that includes or is related to the following:

3.7.5.1 Discrimination against a person, or sections of the community, on account of race, sex, age, sexual preference, religion, disability, sexual orientation, or political belief;
3.7.5.2 Contains strong or obscene language;
3.7.5.3 Promotes the use of tobacco and controlled substances;
3.7.5.4 Contains sexual or reproductive material;
3.7.5.5 Promotes or opposes "adult entertainment" strip clubs, and/or the sale of

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pornographic materials;
3.7.5.6 Promotes the sale or distribution of firearms; and
3.7.5.7 Contravenes any applicable law.

3.7.6 CONTRACTOR shall invoice each advertiser for amounts owed for Advertisement Sales Services. The Parties agree that revenue generated from advertising sales will be shared on a 50/50 basis between the Parties. The first $85,000 of advertising sales, and the resulting $42,500 CITY share is guaranteed. For amounts of advertising sales in excess of $85,000.00, CONTRACTOR shall provide a credit in the amount of 50% of Gross Advertising Revenue to the CITY on the following month's submitted invoice after receipt by the CONTRACTOR of the amounts due from each advertiser. The CONTRACTOR's obligation to submit invoices for amounts owed for Advertisement Sales Services shall be satisfied as to any advertiser by the delivery to such advertiser of three invoices reflecting the amount owed over a ninety (90) day period, whether or not invoiced funds are actually received by the CONTRACTOR. The CONTRACTOR's invoices shall provide a detailed breakdown in the invoice which includes documentation delineating the gross advertising revenues, itemization of all other costs and expenses, and any outstanding advertiser contracts.

4. **The Term** of this Agreement shall commence upon full and complete execution by the Parties, and shall continue for **five (5) years**. This contract is not subject to renewal.

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

5.1 Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

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

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

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8. CONTRACTOR's Employees.

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

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

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

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

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

9. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker’s compensation, unemployment compensation and minimum wage requirements.

9.1 Conflict of Interest. During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City’s interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

9.2 Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the

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term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

9.3 The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement.

10. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

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

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

12. Waiver. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party’s rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

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12.1 No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

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

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

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

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

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

13.5 Continuation of Services: CONTRACTOR will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. In the event that the CITY provides notice of termination and directs CONTRACTOR not to perform the services during the notice period, the CITY agrees to pay CONTRACTOR for all services performed in connection with the services provided under this Agreement and any addendum through the date of termination.

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14. Effect of Default

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

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

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

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

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

18. INSURANCE

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

18.2 The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Pompano Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or

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copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements.

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

19. CONTRACTOR's Responsibilities.

19.1 The CONTRACTOR shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in the City's RFP25-015 and Contractor's Response, which is attached and incorporated into this Agreement and the applicable Terms and Conditions outlined in the Public Transportation Grant Agreement between Florida Department of Transportation and the City of Pompano Beach dated August 27, 2020, which is attached as **Exhibit "D"**

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

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

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

19.5 If any of the goods or services to be acquired under this solicitation are to be purchased, in part or in whole, with Federal funding, it is agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into the solicitation and the resultant contract by reference.

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

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

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

22. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

BY ENTERING INTO THIS AGREEMENT, EACH PARTY EXPRESSLY WAIVES ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

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

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

25. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

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26. Prior to hiring a contract employee or contracting with a CONTRACTOR, the CITY may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or CONTRACTOR will be required to sign an authorization for the CITY to access criminal background information. The costs for the background checks shall be borne by the CITY.

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

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

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

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

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

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

33. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Jeff Lantz, Parking Operations Manager, Parking Operations Department and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

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

For CITY:

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

With copy to:

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

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

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

For CONTRACTOR:

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

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

33. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

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

a. Keep and maintain public records required by the City in order to perform the service;

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

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

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the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and

d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service.

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

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

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

CITY CLERK100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

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

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

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

38. Entire Agreement - This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

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Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

39. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

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

42. No Third-Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

43. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the Convicted Vendors List during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

44. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

45. *Employment Eligibility*. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination

46. *Scrutinized Companies.* By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not

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participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

2. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

47. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

48. Affidavit of Compliance with Foreign Entity Laws. The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

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A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

49. *Annual Budgetary Funding/Cancellation*. This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

50. *Severability*. Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

51. In the event of inconsistency between the documents, unless otherwise provided in this Agreement, the terms of the following documents will govern in the following order of precedence:

a. Terms and conditions as contained in this Agreement
RFP25-015 – Micro-Transit Transportation Services
Any subsequent information submitted by CONTRACTOR during the evaluation and negotiation process
Insurance Requirements
Public Transportation Grant Agreement Between Florida Department of Transportation and the City of Pompano Beach, dated August 27, 2020.

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

CITY OF POMPANO BEACH

Signed by:
Rex Hardin
By:_____
502CB780EB3E480...
REX HARDIN, MAYOR

DocuSigned by:
Gregory P. Harrison
By:_____
7052A67F15A44C0...
GREGORY P. HARRISON, CITY MANAGER

Attest:

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...
KERVIN ALFRED, CITY CLERK

Signed by:

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
343B0B2C81D9424...
MARK E. BERMAN, CITY ATTORNEY

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"CONTRACTOR"

CIRCUIT TRANSIT INC.

Witnesses:

By: _____
James Mirras, Chief Operating Officer

Jennifer Villacis
(Print or Type Name)

Mary Croghan
MARY CROGHAN
(Print or Type Name)

STATE OF ~~FLORIDA~~ NEW YORK

COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 6th day of NOVEMBER 2025, ~~2021~~, by JAMES MIRRAS, as Chief Operating Officer of CIRCUIT TRANSIT INC., a Florida corporation on behalf of the corporation He is personally known to me or who has produced NEW YORK DRIVER LIC (type of identification) as identification.

NOTARY'S SEAL:

MARY E. CROGHAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CR6095486
Qualified in Suffolk County
Commission Expires July 14, 2027

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ NEW YORK
Mary E. Croghan
(Name of Acknowledger Typed, Printed or Stamped)
MARY E. CROGHAN

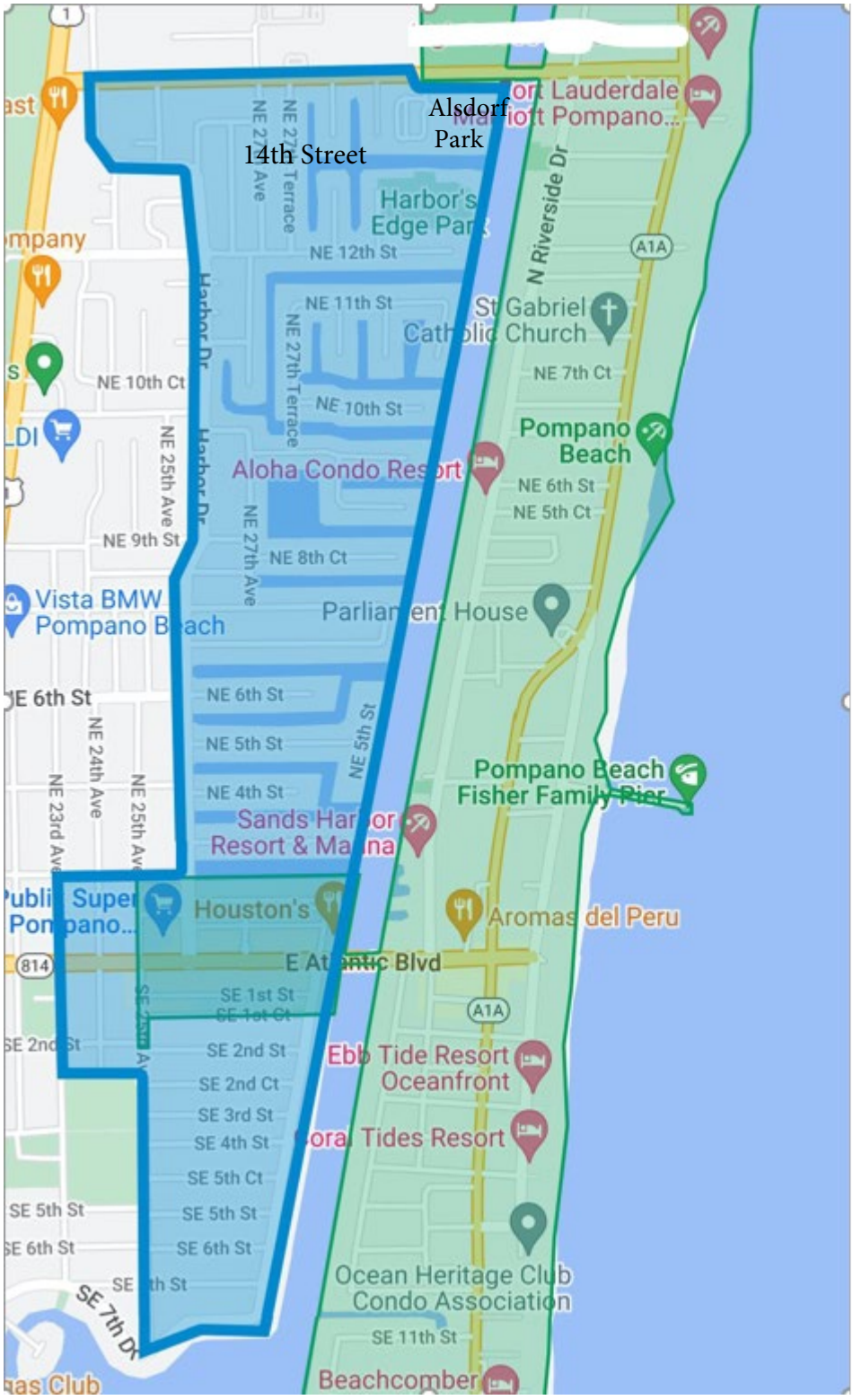
Commission Number No. 01CR6095486

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EXHIBIT A

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

SERVICE AREA MAP - Future Route Current Route



Current Service Areas:
The areas shaded in green represent the zones currently served by the City's Micro Transit system. These areas are fully operational and receiving transit coverage as part of the existing service plan.

Proposed Expansion Areas:
The areas shaded in blue indicate the proposed zones for service expansion. While the exact boundaries are still under evaluation, these areas—but not limited to those shown—are being considered by the City as part of a potential extension of the Micro Transit program.

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TRANSPORTATION CONTRACT #13003
CIRCUIT TRANSIT INC., RFP25-015

Service Fee Structure

Rates	Amount	Notes
GEM Rate per Service Hour	$38.45	Cost before any advertising revenue or discounts, based on 821 monthly service hours.
Monthly Service Hours	821	Total aggregate hours of all drivers, measured from when a driver starts their shift to when the driver ends their shift, subtracting any unpaid hours.
Estimated Annual Advertising Revenue to City ☐Already Contracted)	☐$42,500☐	Contracted revenue based on our current advertising agreements through 1/3/27. This assumes only 2 cars continue to be available for advertising.
Annual Parking costs paid back to City	☐$9,600☐	Budgeted Costs that will be paid back to the city for parking.
Estimated Annual Cost to Pompano Beach	**$326,709**	Annual Total after estimated cost reductions.
Implied Rate per Service Hour	$33.16	Rate based on 821 monthly service hours of operations after estimated advertising & parking cost reduction.
Implied Rate per Hour of Operation	$27.55	Rate based on 988 monthly hours of operation after estimated advertising & parking cost reduction.
Implied Cost Per Rider	$2.75	Based on July 2025 Passenger Count.

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

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

Proposer shall state their proposed hours of operation and employees to service the program for the City. The current schedule is:

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

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MICRO-TRANSIT TRANSPORTATION SERVICE

CONTRACT #13003

RFP25-015

SERVICE HOURS

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

The current schedule is:

DAYS OF THE WEEK	TIME SCHEDULE
Sunday	10 am – 8 pm
Monday – Thursday	10 am – 8 pm
Friday – Saturday	10 am – 11 pm

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EXHIBIT B

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

EXHIBIT B

INSURANCE REQUIREMENTS : _____

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

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

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

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

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

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

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B. Liability Insurance.

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

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

Type of Insurance		**Limits of Liability**
GENERAL LIABILITY:		Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis		
X__	comprehensive form	bodily injury and property damage
X__	premises - operations	bodily injury and property damage
__	explosion & collapse hazard	
_	underground hazard	
X__	products/completed operations hazard	bodily injury and property damage combined
X__	contractual insurance	bodily injury and property damage combined
X__	broad form property damage	bodily injury and property damage combined
X__	independent contractors	personal injury
X__	personal injury	
X__	CG2010	ongoing operations (or its' equivalent)
X__	CG 2037	completed operations (or its' equivalent)
__	sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate

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AUTOMOBILE LIABILITY:	☐	Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX	comprehensive form	☒ Minimum $10,000/$20,000/$10,000 (Florida's Minimum Coverage)
XX	owned	
XX	hired	
XX	non-owned	

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Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of $200,000.

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY		Per Occurrence	Aggregate
_ umbrella (Drop Down).	bodily injury and property damage combined	$1,000,000	$1,000,000

ENVIRONMENTAL/POLLUTION LIABILITY	Per Occurrence	Aggregate
* Policy to be written on a claims made basis	$1,000,000	$1,000,000

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
X_ * Policy to be written on a claims made basis	$1,000,000	$1,000,000

CONTRACTOR is required to provide Professional Liability if engineering and design is used.

CYBER LIABILITY	Per Occurrence	Aggregate
__ * Policy to be written on a claims made basis	$3,000,000	$3,000,000

__ Network Security / Privacy Liability
__ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
__ Technology Products E&O - $3,000,000 (only applicable for vendors supplying technology related services and or products)
__ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY	Per Occurrence	Aggregate
__ * Policy to be written on a claims made basis	$1,000,000	$1,000,000

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

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

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

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

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

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

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of $200,000.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071

CN143116387--GAUWC-25-26

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pacific Insurance Company Ltd.	10046
INSURER B : Lloyd's Of London	85202
INSURER C : Hartford Fire Insurance Company	19682
INSURER D : Insurance Company Of The West	27847
INSURER E : Certain Underwriters at Lloyd's MRS 457	
INSURER F : Trisura Specialty Insurance Company	16188

INSURED
Circuit Transit Inc.
Corporate Office
501 East Las Olas Blvd.
Fort Lauderdale, FL 33301

COVERAGES **CERTIFICATE NUMBER:** LOS-002745307-10 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY**			57 YR3 OH8457	06/11/2025	06/11/2026	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	**AUTOMOBILE LIABILITY**			57 YR2 OH8391	06/11/2025	06/11/2026	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
C	ANY AUTO			57 YR2 OH8393 (NY)	06/11/2025	06/11/2026	BODILY INJURY (Per person)	$	
C	X OWNED AUTOS ONLY; SCHEDULED AUTOS			57 YQ3 OH8392 (MA)	06/11/2025	06/11/2026	BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
F				AESIR-265-AEFF-CTI-02-2025 (Excess)	06/11/2025	06/11/2026	Excess Auto (XS $1M)	$	4,000,000
B	X **UMBRELLA LIAB** X OCCUR			B0509BOWCN2551370	06/11/2025	06/11/2026	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE			Excess of General Liability Only			AGGREGATE	$	5,000,000
	DED RETENTION $							$	
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WVE 5046725 06	03/01/2025	03/01/2026	X PER STATUTE OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
E	Cyber			01MRCT0000356-01	06/11/2025	06/11/2026	Limit, Ded: $25,000		3,000,000

APPROVED DavidDaley
By David Daley at 1:10 pm, Jun 17, 2025

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Pompano Beach
100 W Atlantic Blvd.
Pompano Beach, FL 33060

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

Marsh Risk & Insurance Services

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EXHIBIT C

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Florida's Warmest Welcome

REQUEST FOR PROPOSALS (RFP)

RFP25-015

Micro-Transit Transportation Services

Non-Mandatory Pre-Proposal Meeting:
July 24, 2025, at 10:00 A.M.
Virtual Zoom Meeting
For access, go to:
https://www.pompanobeachfl.gov/meetings

RFP OPENING: August 19, 2025, at 2:00 PM
Virtual Zoom Meeting
For access, go to:
https://www.pompanobeachfl.gov/meetings

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July 15, 2025

Dear Prospective Proposers,

SUBJECT: REQUEST FOR PROPOSALS (RFP) RFP25-015 - Micro-Transit Transportation Services

The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for Micro-Transit Transportation Services.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at https://pompanobeachfl.ionwave.net/. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at (https://pompanobeachfl.ionwave.net), referred to hereinafter as the eBid System, on or before the date and time stated in **Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted**.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." [F.S 287.057 (25)].

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

Carefully read all portions of the RFP document to ensure the Proposer's bid fully complies with all requirements.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

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1. DEFINITIONS

The following words, when used in this RFP, shall have the meanings ascribed to them, except where the context indicates a different meaning:

- ***"Bid"*** means an offer or Proposal submitted by a Proposer in response to any formal bid or solicitation. The terms ***Bid*** **and** ***Proposal*** may be used interchangeably throughout this RFP.
- ***"Contract"*** means any agreement resulting from this RFP. ***Contract*** and ***Agreement*** may be used interchangeably throughout this RFP.
- ***"Project"*** generally comprises furnishing short-distance on-demand electric vehicle services as described by the contract documents.
- "***Project Team***" means the Proposer, Other Team Members, and any subcontractors proposed by a Proposer in response to this solicitation.
- "***Proposer***" means the company/firm, corporation, joint venture, partnership, individual, or other legal entity submitting a Proposal to this RFP. The terms Proposer and Contractor may be used interchangeably throughout this RFP.
- "***Team Member(s)***" means each entity, as found in the organizational chart submitted within the Proposal, that will perform a lead role in the Project.
- "***Proposal***" means the complete response of the Proposer to the RFP, including adequately completed forms and supporting documentation. The terms Proposal and Solicitation may be used interchangeably throughout this RFP. The insurance requirements described herein reflect those requirements deemed necessary for the agreement/contract by the City.

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2. SCHEDULE OF EVENTS

RFP NUMBER:	**RFP25-015**
RFP TITLE:	**Micro-Transit Transportation Services**
RELEASE DATE:	**July 15, 2025**
DATE PUBLISHED IN SUN-SENTINEL	**July 18, 2025**
Non-Mandatory Pre-Proposal Meeting: VIRTUAL ZOOM MEETING	**July 24, 2025, at 10:00 AM**
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	**August 7, 2025, at 5:00 PM**
RFP RESPONSES DUE DATE/TIME:	**August 19, 2025**
EVALUATION COMMITTEE MEETINGS	**TBD**
RECOMMENDATION FOR AWARD:	**TBD**
DIRECT ALL INQUIRIES TO:	**https://pompanobeachfl.ionwave.net**
E-PROPOSAL SUBMITTALS ONLY:	**https://pompanobeachfl.ionwave.net**
PROPOSAL VIRTUAL OPENING:	**https://www.pompanobeachfl.gov/meetings**

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

3. INTRODUCTION AND GENERAL INFORMATION

3.1. Project Background

The City is interested in continuing the micro-transit transportation program (the "Program") to transport users around the beach area and enhance ride-share services within the City. This Program will include short-distance, on-demand electric vehicle services on and near the barrier island between Atlantic Boulevard and S.E. 2nd Street to the south and Hillsboro Inlet Park to the north. In addition, the service may be expanded at the City's discretion.

The City is utilizing a Florida Department of Transportation (FDOT) Grant to offset the Program's costs. The grant application is included in Ordinance 2025-27, which is part of the Appendix to this solicitation. Proposers must affirm in their Letter of Transmittal that they are familiar with the grant's requirements and are able to fully comply with all applicable terms and conditions.

3.2. Non-Mandatory Pre-Proposal Meeting

The Pre-Proposal Meeting will be held via a Virtual Zoom Meeting on July 24, 2025, at 10:00 AM. (local). The Zoom link is available on the City's Meetings webpage: https://www.pompanobeachfl.gov/meetings.

3.3. Proposal Submittal Due Date

The City will receive sealed proposals by **2:00 p.m. (local) on August 19, 2025**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered.

3.4. Questions and Communication

http://www.pompanobeachfl.ionwave.net is the official method of the Procurement and Contracts Department, which has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System on or before **August 7, 2025, at 5:00 PM** via http://www.pompanobeachfl.ionwave.net/. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from sources other than the information included in this RFP document or by an Addendum shall not be binding on the City.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

4. SCOPE OF SERVICES

4.0 Scope of Services:

The City's primary objective in developing the Program is to ultimately relieve congestion on the barrier island and west on Atlantic Blvd. to S.E. 25th Avenue. The City plans to further extend routes, including but not limited to the north through Harbor Village to 14th Street and south from Harbor Drive to SE 7th Street. With this, the City would like to maintain the on-demand service to residents and visitors, whereby services could be demanded for pick-up directly from a residence, hotel, or other local attraction for transport to and from area restaurants and other amenities. The City's intention is to also provide for some park and ride locations within the City, located on the barrier island, as well as located just west of the Intracoastal Waterway on Atlantic Blvd. It is expected that the system would improve traffic congestion while reducing emissions.

4.1. Key Program Parameters:

4.1.1. The City will select one (1) qualified proposer.

4.1.2. Vehicles must be Neighborhood Electric Vehicles (NEVs), GEM cars, or similar, compliant with Federal Motor Vehicle Safety Standards (FMVSS), and equipped with modern charging equipment.

4.1.3. The Program will start with at least three (3) vehicles and an ADA-compliant vehicle in reserve, with options to expand based on demand as services increase.

4.1.4. The Program will operate as a demand-response system, offering point-to-point transit within the service area boundary.

4.1.5. The proposer must provide all necessary vehicles, personnel, and resources to support the agreed-upon service schedule. Operations are expected to begin within 30 days of contract execution.

4.1.6. Proposers must recommend vehicle sizes and frequencies that efficiently accommodate future ridership demand.

4.2. Program Objectives:

Proposers are expected to meet the following program objectives:

4.2.1. Operate an on-demand response system within the designated service area (Attachment A); final stops/routes to be determined.

4.2.2. Transport riders, which may include area residents, visitors, and employees, to and from their destination.

4.2.3. **Provide the flexibility and availability of resources to scale up and down the supply of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service.**

4.2.4. Provide a safe and pleasant rider experience with qualified, courteous drivers who represent the City.

4.2.5. Offer a mobile app allowing users to locate their position and hail nearby vehicles.

4.2.6. Reduce time spent by workers and visitors searching for parking.

4.2.7. Enable users to travel within the service area without needing to drive, park, or even own a personal vehicle.

4.2.8. Help reduce traffic congestion and vehicle emissions.

4.3. Customer Service:

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

4.4. Program Service Package:

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

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4.5. Service Parameters for Micro-transit Services:

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

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

4.5.1. The program will serve the City's residents, guests, and commuters by providing on-demand rides to work, for shopping, restaurants, events, and nightlife access. Service will be provided as indicated above. Any changes in the service hours shall be in writing and mutually agreed upon.

4.5.2. The program may also serve park-and-ride lots in various locations (as discussed earlier in this RFP) from which patrons (i.e., area workers) will be picked up and taken to their destination within the service area.

4.5.3. All trips must begin and end within an area as shown on the service area map (Attachment A). Any changes in the service area shall be in writing and mutually agreed upon.

4.5.4. Currently, the service is free to users. For on-demand services, the service must be provided in fully-electric vehicles that are on-call via a mobile app, phone number, or ride-hailing. The vehicle will be a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supplies state-of-the-art charging equipment. This is the preferred vehicle type; however, respondents may include information on alternative vehicles. After requesting a ride, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.

4.5.5. The proposer shall provide a mobile application compatible with Android and iPhone for requesting on-demand rides. The app must also be able to accept payments if the City requests them.

4.5.6. When requesting a ride via the mobile app, patrons must immediately be given an estimated time of arrival based on driver availability. Vehicles shall collect ridership data via app and manual counts, with phone calls or ride-hailing. Additionally, the proposer will maintain accurate and complete records of the service and submit monthly, quarterly, and yearly reports to the City. These reports may also include, but are not limited to, hourly, daily, weekly, and monthly ridership data, complaints, mileage, driver's names and suspensions, and accidents.

4.5.7. Proposer must include an ADA vehicle as part of the fleet.

4.5.8. Proposer shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Drivers of the selected Proposer will serve as ambassadors for the City, and they must be employees of the Proposer. Qualified drivers must be screened, hired, and trained by the proposer, with satisfactory background checks. Additionally, drivers will undergo any further training deemed necessary by the City. The proposer will provide the City with background checks on all drivers. The City shall have the right to reject or approve all drivers in its sole and absolute discretion. All drivers must have valid Florida driver's licenses and adhere to all City, Broward County, and state traffic and driving laws. Drivers must wear a company uniform and name tag.

4.5.9. Proposer will communicate any problems or requests to the City through the City's Parking Manager or designee.

4.5.10. Proposer will have the right to suspend operation of the vehicles without penalty in the case of extreme weather with written notification to the City.

4.5.11. The program's term shall be up to five (5) years from contract execution, with the option of two one-year renewals.

4.5.12. Vehicle maintenance and charging must be performed by the proposer.

4.5.13. Proposer is responsible for ensuring that drivers and all passengers on board vehicles are in compliance with all federal, state or local regulations governing the operation of a vehicle on public or private streets.

4.5.14. Proposer shall be responsible for the cleanliness of the interior and the exterior of the vehicles.

4.5.15. The City reserves the right to require the immediate dismissal of any personnel who fail to meet the standards outlined above. Relief personnel shall be readily available throughout the term of the contract.

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4.6. Mechanical Operational Issues

The Proposer must maintain at least three vehicles in operation and an ADA vehicle in reserve and available on demand at all times. Proposers must demonstrate their ability to replace any vehicles with mechanical issues or employees who are unable to come in within 24 hours.

4.7. Advertising:

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

4.8. Grant Requirements:

The Proposer shall be solely responsible for maintaining full compliance with all federal, state, and local grant requirements applicable to the micro-transit transportation services provided under this Agreement. This responsibility includes ensuring that all documentation, operational practices, data reporting, and service delivery meet the standards and conditions established by any grant funding sources identified by the City, including but not limited to the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT).

The Proposer must identify and understand all applicable grant conditions and continuously monitor its service delivery and documentation practices to ensure ongoing compliance. If any changes, discrepancies, or required adjustments arise that could affect compliance—such as those related to operational procedures, reporting protocols, performance metrics, or documentation standards—the Proposer shall promptly notify the City in writing. This notification must include a description of the issue and a proposed plan of corrective action or recommended adjustments for City review and approval, submitted within five (5) business days of identifying the issue.

In addition, the Proposer shall maintain all necessary records and documentation to demonstrate compliance with applicable grant requirements and to support the City in audits, grant reporting, or reviews conducted by funding agencies. Any issues of non-compliance, including those resulting in disallowed costs, penalties, or corrective actions required by a funding agency, shall be the sole responsibility of the Proposer. The Proposer's failure to comply with these requirements may be deemed a material breach of contract.

4.9. Cost of the Program to the City:

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

If the Proposer believes that there are options for revenue sharing or Cost Sharing with the City, the proposer shall submit potential allocations based on Revenue Sharing, Ridership, or another unit cost that can be measured.

The City's service is currently free to riders, but the city reserves the right to charge riders at some point in the future. The Proposer's Mobile Application must be able to accommodate this.

4.10. Selected Proposer's Responsibility:

The selected Proposer shall be responsible for ensuring that all its employees are in compliance with the Terms, Conditions, and Specifications outlined in this Request for Proposals at all times.

4.10.1. The City will provide storage and charging stations for the Proposer's use for a fee. The base year cost is $2,400, with escalations of 3% a year thereafter.

4.10.2. The vehicles must be in compliance with all applicable Federal, State, and Local regulations pertaining to the services as specified or required.

4.10.3. The selected Proposer will be responsible for securing its own office space, if applicable.

4.10.4. The selected Proposer will be responsible for all costs associated with operating and maintaining its own fleet of vehicles, including but not limited to charging, maintenance, registration, storage, and insurance.

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

Proposer shall state their proposed hours of operation and employees to service the program for the City. The current schedule is:

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

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

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5. TASK AND DELIVERABLES

5.1. On-demand electric vehicles (i.e., golf cart-type vehicles) must hold a minimum of 5 passengers (not including the driver).

5.2. No driver of a golf cart vehicle regulated under this article shall:

5.2.1. Operate a golf cart without a valid driver's license;
5.2.2. Solicit patronage in a loud or annoying tone of voice or by sign or in any manner annoying any person or obstructing the movement of any person, or following any person for the purpose of soliciting patronage;
5.2.3. Operate a golf cart (or other electric vehicle type) while carrying a number of passengers that exceeds the number of passengers the seats were designed to accommodate;
5.2.4. Permit a passenger to stand in the golf cart while the vehicle is in motion;
5.2.5. Collect fares for the golf cart service, unless approved by the City in writing.
5.2.6. Solicit business for any hotel or attempt to divert patronage from one hotel to another; engage in selling alcoholic beverages or solicit business for any house of ill repute or use the pedicab or low-speed vehicle for any purpose other than the transporting of passengers;
5.2.7. Sit, sleep, loiter, or permit others to sit, sleep, or loiter within the passenger compartment of a golf cart while parked on a public street;
5.2.8. Use indecent or profane language, be guilty of loud or boisterous talking, shouting or disorderly conduct, or vex or annoy any passenger or any other person;
5.2.9. Use intoxicants either immediately before or while on duty, or use controlled substances at any time;
5.2.10. Operate a golf cart on streets designated as state roads or on routes deemed restricted by the city. Vehicles shall operate only on streets where the posted speed limit is 35 miles per hour or less.
5.2.11. Demand a fare from a passenger for an on-demand golf cart.
5.2.12. Operate a golf cart so as to impede the flow of pedestrians;
5.2.13. Operate a golf cart in a manner that results in damage to public property;
5.2.14. Operate a golf cart on or within a designated park or on a sidewalk.
5.2.15. Leave any golf cart unattended at any time except to perform such duties as required to service passengers.
5.2.16. Permit a passenger or anyone to sit anywhere other than the passenger seat within the golf cart;
5.2.17. Create, or materially contribute to, a parking problem or traffic congestion as a result of the operation of the golf cart;
5.2.18. Comply with all applicable state traffic laws, including, but not limited to F.S. §§ 316.2065 and 316.2122, respectively, as the same may be amended from time to time;
5.2.19. Obstruct other vehicular traffic by unnecessarily weaving or changing lanes of travel;
5.2.20. Operate, maneuver, incline, spin, tilt, tip, slope, or position a golf cart in any manner that would unnecessarily place a passenger in any position other than seated upright;
5.2.21. Allow either the driver or any other passenger or occupant of the golf cart to drink or consume alcoholic beverages or to possess an open container of alcoholic beverages;

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

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6. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

6.1. Submission Format Requirements

Proposals must be submitted electronically through the eBid System (https://pompanobeachfl.ionwave.net) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit proposals at http://www.pompanobeachfl.ionwave.net/. Submissions must include all documents, requirements, and attachments advertised on the website within the Attributes tab and the Response Attachments tab of the eBid System.

The City will not be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

The City reserves the right to reject and not consider any proposals that are not submitted according to the requirements established herein.

6.2. Proposer's Responsibilities

Before submitting a response, the Proposer shall be solely responsible for making any investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

6.3. Costs Incurred by the Proposer in Preparation of the Proposal

Proposers are responsible for any and all costs associated with responding to this RFP. The City will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer and shall not be reimbursed by the City.

6.4. Composition Of Project Team

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

6.5. Environmental Regulations

The City reserves the right to consider the Proposer's history of citations or violations of Environmental Regulations, and in investigating the Proposer's responsibility. Further, it reserves the right to declare the Proposer not responsible if the history of violations warrants such determination in the opinion of the City. The Proposer shall submit a complete history of all citations, violations, notices, and dispositions within the Proposal. The non-submission of any such documentation shall be deemed an affirmation by the Proposer that there are no citations or violations. The Proposer shall notify the City immediately of notice of any citation or violation, which the Proposer may receive after the RFP opening date and during the time of performance of any contract/agreement awarded to it.

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7. PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

This section represents the information that will be utilized to determine if the Proposals are complete and the assignment of points following the evaluation criteria in Section 7 for the proposal submitted. The maximum possible points awarded for each section are noted. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may disqualify the entire proposal. In addition, to maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

7.1. Proposer's Qualifications and Experience: (Maximum 15 Points)

7.1.1. Title page:

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

7.1.2. Table of Contents:

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

7.1.3. Letter of Interest:

Letter of Interest, signed by an authorized representative of the Proposer's firm, expresses the Proposer's commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding and any partners of a joint venture
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

7.1.4. Understanding of the Project:

Written understanding of the project needs and how the Proposer's team intends to apply this information to benefit the City and the community.

7.1.5. Organizational Chart and Principal/Key Team Members:

Identify the management plan and provide an organizational chart for the team. The proposer must describe, at a minimum, the basic approach to these projects, including the reporting hierarchy of staff and sub-consultants. Clarify the individual(s) responsible for coordinating separate components of the scope of services that will be designated as principals and/or key team members for the Proposer. The person responsible for day-to-day contact with the City to address any issues should be clearly identified. The Proposer must commit that the principals and personnel named in the response will perform the services throughout the Agreement term unless otherwise provided for by way of a negotiated Agreement/written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing. If the Provider will need to hire new personnel to service the City's contract, the Provider must discuss the willingness to try and hire locally for qualified personnel in accordance with the Provider's customary hiring practices. This may ensure employees' familiarity with the City and any relevant landmarks and area amenities.

7.1.6. Statement of Skills and Experience of Project Team:

Provide resumes for key project team members and their experience in similar projects within the last 5 years. Brief corporate background and explanation of qualifications for this particular type of project as related to key team members. Include the experience of the prime consultants as well as other members of the project team, i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Include municipal contracts. Name specific projects (successfully completed within the past 2 years) where the team members have performed projects with similar characteristics. Discuss any past experience working with clients where a grant was involved and required compliance with grant requirements.

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7.1.7. Unique Capabilities:

Identify any additional or unique resources, options, capabilities, or assets the Proposer would bring to this project. This may include technological capabilities (fee structure, ability to accommodate area business collaborations, such as discounts, etc.) relative to the provider's app and reporting capabilities, as well as any other attributes the provider wishes to share.

7.1.8. Conflicts of Interest:

Provide the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee, elected or appointed official of the City of Pompano Beach. Further, the Proposer must disclose the name of any City employee, elected or appointed official who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

7.1.9. Litigation:

Disclose any litigation within the past five (5) years of the firm's/team member's performance, including status/outcome. If there is no litigation, the Proposer must include a letter that no litigation exists within the past (5) years.

7.1.10. Office Locations:

Identify the office's location from which services will be rendered and the number of professional and administrative staff at the prime office. Also, identify the location of office(s) of the prime and the sub-consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location. If firms are situated outside the local area (the City of Pompano Beach), include a brief statement as to whether or not the firm will arrange for a local office during the contract term, if necessary.

7.2. References: (Maximum 10 Points)

Provide no more than five (5) references, preferably of a similar program's size and scope. The successful team must include members with similar experience. Projects can include past and active projects. Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to the respondent's activities concerning the project.

7.3. Compliance with Scope and Program Requirements:(Maximum 15 Points)

Proposers are required to explicitly demonstrate how their approach will ensure full compliance with all scope elements and programmatic requirements as outlined in **Section 4 (Scope of Work)** and **Section 5 (Program Requirements)** of this RFP.

Proposers must clearly correlate their proposed methodology with each applicable requirement in Sections 4 and 5, ensuring no requirement is omitted or insufficiently addressed.

7.4. Technological Capabilities:(Maximum 10 Points)

The Proposer must discuss their mobile application (fee structure, ability to accommodate area business collaborations, such as discounts, etc.) relative to the provider's app and their reporting capabilities for the City to review ridership, peak demand hours, average age of riders, wait times, or any other relevant data. Please provide a sample of such a report.

7.5. Staffing and Vehicle Specifications – (Maximum of 15 points)

Indicate the staff/employees used in the operations. The Proposal must also include the number and type of vehicles that can be utilized at any one time to provide the Micro Transit services for the City. The Proposal shall also include specifications of all vehicles that will be utilized, including the make, model, size, and passenger capacity. Applicants shall verify ADA access and confirm that vehicles are adequately structured to board handicapped individuals.

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7.6. Cost Proposal (Details of Passengers' Fares; Costs/Expenses and or Potential Revenue Sharing with the City) – (Maximum of 20 points)

Cost Proposals will be evaluated based on the value provided to the City for the cost of services. The City requests proposers to provide pricing on an hourly basis per vehicle per driver, with options and different rates for different electric vehicle types, to allow the City to expand and decrease services as needed in response to ridership demand.

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided, costs associated with services provided, fees to customers, anticipated electric costs (if available), optional services, etc. Proposers also shall submit a Cost Proposal to the City of Yearly Operating Costs and the services (number of vehicles operating, average staff operating, etc.) that shall be provided, including all costs. Include a concise narrative with sufficient detail indicating the overall project-task budget, contributing revenue offsets, and itemized cost breakdowns. Pricing will be fixed unless pricing volatility exists, as referred to in Section 9.27.

If the Proposer believes that there are options for revenue sharing or Cost Sharing with the City, the proposer shall submit potential allocations based on Advertising, Revenue Sharing, Ridership, or another unit cost that can be measured.

7.7. Proposed Marketing and Sales Plan – (Maximum of 10 points)

Proposers shall submit a draft Marketing and Sales Plan stipulating how they intend to advertise their services, on what platforms, and what discounts and promotional events will be performed. Indicate any community outreach or partnerships that will be performed with local businesses, including hotels and restaurants.

The City is very interested in providers implementing a program to advertise businesses on the vehicles. This could be an area restaurant, the casino, etc. Providers must discuss their approach to implementing such a program and may even consider reaching out to businesses for interest as part of their proposal. The City is interested in a revenue split on any advertising contract negotiated by the provider and must discuss the planned structure in their proposal. City must approve any business selected and be provided with a copy of any successful contract.

7.8. Local Business Program (Maximum 5 points)

The Procurement and Contracts staff will evaluate this section. On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

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

TIER 1 LOCAL VENDOR.

POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity that has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

TIER 2 LOCAL VENDOR.

BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents

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of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

LOCAL VENDOR SUBCONTRACTOR.

POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

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

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City 's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The goal for this Solicitation is **10%** for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

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

For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.

For evaluation purposes, local vendors shall receive the following preferences:

Tier 1 business, as defined by this subsection, shall be granted a preference in the amount of 5 Points.

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Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure all requirements are met before contract execution.

7.9. Other Required Documentation

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

7.9.1. City Forms:

Responses should include all pages of this solicitation, initialed where indicated, and completed SBE and Local Business forms. These forms are included in this RFP and available as attachments to the eBid System. These forms must be completed electronically in the Attributes tab or uploaded to the Response Attachments tab of the eBid System.

7.9.2. Insurance

Please review Exhibit B in the attachments Tab for the City's Insurance Requirement for this solicitation.

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8. EVALUATION AND AWARD

8.1. Minimum Eligibility Requirements

All proposals received must meet the minimum eligibility requirements as required in Section 6 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements shall disqualify the entire proposal and prevent it from being considered for further evaluation.

The City reserves the right to seek any information or documentation from the Proposer or other source(s) as the City determines is necessary. Failure to submit any additional information in accordance with the City's request shall result in a Proposal being deemed non-responsive.

8.2. Evaluation Committee

The City Manager will approve a selection evaluation committee to assist in evaluating the Proposal(s) received and to select the most qualified company or firm. All Proposals will be evaluated by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFP. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of a Service Agreement.

8.3. Evaluation Process - Presentations

The Procurement and Contracts Department staff will initiate the review of the Proposals to determine the responsible and qualified Proposals that meet the Minimum Eligibility Requirements. All responsible and qualified Proposals will be provided to the Evaluation Committee. The Evaluation Committee will score the proposals based on the following:

SECTION NUMBER AND DESCRIPTION		POINTS
7.1	Proposer's Qualifications and Experience/Org Chart	15
7.2	References	10
7.3	Compliance with Scope and Program Requirements	15
7.4	Technological Capabilities	10
7.4	Staffing and Vehicle Specifications	15
7.5	Cost Proposal	20
7.6	Proposed Marketing and Sales Plan	10
7.7	Local Business Program	5

The Committee reserves the right to shortlist the proposals received or to request oral presentations from the proposers. If the Committee requests presentations, they will be scheduled in the future. The Proposers will each provide up to a 20-minute presentation to the Evaluation Committee members, followed by a question-and-answer period.

The Evaluation Committee shall rank the Proposers based on the criteria stated within this solicitation, the information provided in the proposal, and the presentation. After all members of the Evaluation Committee provide their scores for all Proposals, the scores will be calculated and combined, and the sum of qualitative scores will be converted to rankings. The highest-ranked Proposer(s) will enter into negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

8.4. Tie Breaker:

In case there is a tie for the highest-ranked proposers, the recommendations shall be made by giving preference to the following items in this order:

1) Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
2) Local Business Program Participation
3) Closest Proximity/Location to the Project site
4) Coin Toss

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8.5. Technicalities:
Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may recommend that Procurement and Contracts Department staff negotiate the best terms and conditions with that sole Proposer or may recommend rejecting the proposal.

8.6. Committee Questions:
The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

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

8.7. Committee's Recommendations:
The Evaluation Committee may recommend rejecting any proposals or awarding the Micro-Transit Transportation Services. A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct negotiation session(s) with as many ranked responsive and responsible proposers, in its sole judgment, as they deem appropriate before making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to recommend negotiations with only a single responsive and responsible proposer if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, specification, or price during an exempt negotiation session with the highest-ranked responsive and responsible Proposer.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive and responsible Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive and responsible Proposer first, then the second highest-ranked Proposer, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive and responsible proposer if it chooses to do so. Each ranked responsive and responsible Proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer. Any information communicated between the Committee and a ranked responsive and responsible Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive and responsible proposers, until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive and responsible Proposers; to declare an impasse with a ranked responsive and responsible Proposer; or to proceed with further negotiations with one (1) or more of the next

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highest-ranked responsive and responsible Proposers. The Committee may declare an impasse with a ranked responsive and responsible Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are unsuccessful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to recommend an award to a ranked Proposer if it is in the best interest of the City and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award.

8.8. Negotiations:

Following the Evaluation Committee Meeting, the City reserves the right to enter into negotiations with the successful Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a Contract with any successful Proposer and may cease negotiations at any time. The Proposer also understands and acknowledges that no property, Contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City, and executed by the parties. During the negotiation process, the City reserves the right to request the best and final offer from the Proposer with whom the City is negotiating.

8.9. Determination of Award:

The City Commission shall consider the Committee's award recommendation for this RFP and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all Proposals, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

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9. STANDARD PROVISIONS

9.1. RFP Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements, and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. Exceptions or deviations to this solicitation may not be added after the submittal date. All Proposers are required to provide all information requested in this RFP. Failure to do so may result in the proposal's disqualification.

The City reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. The City reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests.

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

9.2. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than one hundred eighty (180) days from the closing date of this solicitation.

9.3. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by using the eBid System or through written communication to the Procurement and Contracts Department, 1010 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

9.4. Protest Procedures

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or proposers whom the solicitation or award may aggrieve. The initial protest must be addressed to the following:

Director of Procurement and Contracts, City of Pompano Beach
1010 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060

9.5. Familiarity With Laws

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

9.6. Staff Assignment

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

9.7. Contract Terms

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

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9.8. Waiver

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

9.9. Manner of Performance

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

9.10. Quality

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, quality, and the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from the City with the City Manager's approval**.**

9.11. Omissions

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

9.12. Hold Harmless and Indemnification

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

9.13. Composition Of Project Team

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

9.14. Survivorship Rights

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

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9.15. Termination

The City of Pompano Beach may terminate the contract resulting from this RFP without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

9.16. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17th Judicial Circuit Court of Broward County, Florida.

9.17. Relationship to the City

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

9.18. Cone of Silence

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact any aspect of this solicitation, except in writing, the Procurement and Contracts Department staff until the City Commission takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)). Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff.

9.19. Communications

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

9.20. Conflict Of Interest

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

9.21. Lobbying

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer is advised they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Proposal. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise made to any person,

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entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

9.22. Right to Inspect or Audit

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

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

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

9.23. No Discrimination

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

9.24. Drug-Free Workplace

The selected firm(s) must verify that they will operate a "Drug-Free Workplace" as outlined in Florida Statute 287.087.

9.25. Public Entity Crimes

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

9.26. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright. In that case, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement because of the use of any such patented

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design, device, trademark, copyright, material, or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

9.27. Price Adjustments

Prices offered shall remain firm throughout the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing thirty (30) calendar days before the first-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis after that. Unit price adjustments must have written approval from the City before invoicing. Any unit price adjustment invoiced without written consent from the City shall not be paid, and the invoice will be returned to the Awardee for correction.

The Director, Procurement and Contracts, may, in the Director's sole discretion on behalf of the City, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that **ALL** the following circumstances exist:

i. The volatility is due to causes wholly beyond the vendor's control and
ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
iii. The effect on pricing or availability of supply is substantial, and
iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

Note: The Director of Procurement and Contracts must confirm any pricing adjustment in writing.

PRICE REDUCTIONS: Awarded vendors may offer to the City, at any time during the Agreement period, additional discounts from the prices offered in this solicitation and invoice less than the prices offered in their submitted bid. If, from the date of bid opening, the Awardee either bids the same products at a lower price than offered to the City or reduces the price of the bidding product to another entity, the lowest of these reduced prices shall be extended to the City.

9.28. Invoicing/Payment

All invoices should be sent to the City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 26, payment will be made within 45 days after receipt of a proper invoice.

9.29. Taxes

The City of Pompano Beach, Florida, does not pay Federal Excise or State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of real property owned by the City of Pompano Beach.

9.30. Force Majeure

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

9.31. Public Records

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

a. Keep and maintain public records required by the City in order to perform the service;

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

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

9.32. Public Records Custodian:

If the awarded proposer has questions regarding the application of Chapter 119, Florida Statutes, to the awarded proposer's duty to provide public records relating to the agreement/contract, contact the custodian of public records at:

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

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10. ADDENDA

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System is the only official method whereby interpretation, clarification, or additional information can be given. If an addendum is issued to this RFP solicitation, the addendum will be issued via the eBid System. The Proposer must obtain all Addendum/Addenda posted for this RFP in the eBid System before submitting a response to this RFP.

11. ATTACHMENTS AND EXHIBITS

11.1. Appendix - City Forms

Exhibit A – Map of Routes
Exhibit B - Insurance Requirements
Exhibit C - Local Business Program Forms
Ordinance 2025-27

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Procurement and Contracts Department
Mary Rivero, Director
mary.rivero@copbfl.com

RFQ #: RFP25-015

Tentative City Commission Meeting Date*: TBD

RFQ Title: Micro-Transit Transportation Services

Notified: 231 # Downloaded: 4

of Responses Rec'd: 2 # of "No Bids": 0

For: Parking Operations (Department)

RFQ Opening Date: 08/19/2025

POSTING OF RFP RECOMMENDATION/TABULATION: RFP Recommendations and Tabulations will be posted in the eBid System, IonWave, and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a notice of protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1010 NE 3rd Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the RFP, is in effect until the City Commission approves it. The City Commission meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

The City of Pompano Beach, Florida, received two (2) proposals for RFP25-015 Micro-Transit Transportation Services:

Proposer	Proposal
Circuit Transit, Inc.	Responsive
Infiniti Bus Line LLC	Non-responsive

The Evaluation Committee accepted procurement's recommendation to declare Infinity Bus Lines LLC as non-responsive because they did not meet the requirements of the RFP, and then passed a motion recommending awarding the contract and for the appropriate City staff to enter into negotiations with the single responsive and responsible proposer, Circuit Transit, Inc.

Florida's Warmest Welcome

By: Jeffrey English (Purchasing Agent) Date: 09/02/2025

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RFP25-015 Addendum 1
Circuit (Formerly The Free Ride)
Circuit Transit Inc.
Supplier Response

Event Information

Number:	RFP25-015 Addendum 1
Title:	Micro-Transit Transportation Services
Type:	Request for Proposals
Issue Date:	7/15/2025
Deadline:	8/19/2025 02:00 PM (ET)
Notes:	The City of Pompano Beach (the “City”) is interested in receiving proposals in response to the attached RFP for Micro-Transit Transportation Services. Proposers must be registered on the City’s eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at https://pompanobeachfl.ionwave.net/. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

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Contact Information

Contact: Jeff English Purchasing Agent
Address: Procurement and Contracts
1190 NE 3 Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: jeffrey.english@copbfl.com

Circuit (Formerly The Free Ride) Information

Contact: Alexander Esposito
Address: 777 S. Flagler Drive
Suite 800W
West Palm Beach, FL 33401
Phone: (646) 504-3733
Email: Alex@ridecircuit.com
Web Address: www.ridecircuit.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Jason Bagley
Signature

jason@ridecircuit.com
Email

Submitted at 8/19/2025 01:16:56 PM (ET)

Requested Attachments

Proposal

Response to Pompano Beach RFP.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Tier 1/ Tier 2 Local Business Form

Circuit Tier 1 Form.pdf

To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete the Tier 1/ Tier 2 Local Business form from the attachments tab and upload it here.

Local Business Program Forms

Circuit Local Business Description.pdf

Local Business Program Forms from the attachments tab are to be completed and uploaded to this tab.

Bid Attributes

1 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

☑ Agree

2 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

☑ Yes

3 Local Business Participation Percentage

If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.

100%

4 City of Pompano Beach Local Business

Is your company a Local Business located within the City of Pompano Beach City Limits as required by the Local Business Program? (A copy of your current City of Pompano Beach Business Tax Receipt may be requested.)Indicate yes or no from drop-down menu.

Yes

5 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. Select yes for Agree, No for disagree on the drop down menu.

Yes

6 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)Indicate yes or no below with the drop down menu.

No

7 Drug-Free Workplace

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

Yes

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TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

__X__ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

_____ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

_____ My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

_____ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

_____ My firm does not qualify as a Tier 2 Vendor.

I certify that the above information is true to the best of my knowledge.

8/19/2025 (Date)

Circuit Transit Inc. (Name of Firm)

BY: Jason Bagley (Name)

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7.8 Local Business Program

Circuit is proud to be headquartered in Broward County, Florida with a local office in Pompano Beach.

We fulfill all requirements of a Tier 1 Vendor, with the exception of a business tax receipt (we have filed for a new one with the city but historically have utilized our Broward County BTR):

- We maintain a place of business at 270 N Pompano Beach Blvd. Pompano Beach, FL 33062 and this is where we distribute our services to Pompano Beach.
- The staffing levels at this location are 67% Pompano Beach Residents and 100% Broward County Residents.

We have provided our Broward County Business Tax Receipt as well as our SunBiz Directory for proof of our qualification as a Local Business. We would request to be recognized as a Tier 1 Vendor and are actively procuring a new Pompano Beach Business Tax Receipt. **By selecting Circuit, you will be getting 100% of your services from a Local Vendor.**

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Business Tax Receipt

Broward County 2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: CIRCUIT TRANSIT INC

Receipt #: 326-325822
Business Type: COURIER/TRANSPORT/DLVRY/TOWING (TRANSPORTATION)

Owner Name: JASON BAGLEY
Business Location: 501 E LAS OLAS BLVD FT LAUDERDALE
Business Phone: 646-504-3733

Business Opened: 05/01/2022
State/County/Cert/Reg: 2023-LL
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		24		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee 150.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

Mailing Address:

CIRCUIT TRANSIT INC
501 E LAS OLAS BLVD
FORT LAUDERDALE, FL
33301-2881

Receipt #WWW-23-00264428
Paid 07/03/2024 150.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

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Business Opened: 05/01/2022
State/County/Cert/Reg: 2023-LL
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		24		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt #WWW-23-00264428
Paid 07/03/2024 150.00

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Broward County 2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: CIRCUIT TRANSIT INC
Receipt #: 326-325822
Business Type: COURIER/TRANSPORT/DLVRY/TOWING (TRANSPORTATION)

Owner Name: JASON BAGLEY
Business Location: 501 E LAS OLAS BLVD FT LAUDERDALE
Business Phone: 646-504-3733
Business Opened: 05/01/2022
State/County/Cert/Reg: 2023-LL
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		24		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee 150.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

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

Mailing Address:

CIRCUIT TRANSIT INC
501 E LAS OLAS BLVD
FORT LAUDERDALE, FL
33301-2881

Receipt #WWW-24-00291188
Paid 08/14/2025 150.00

2025 - 2026

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: CIRCUIT TRANSIT INC
Receipt #: 326-325822
Business Type: COURIER/TRANSPORT/DLVRY/TOWING (TRANSPORTATION)

Owner Name: JASON BAGLEY
Business Location: 501 E LAS OLAS BLVD FT LAUDERDALE
Business Phone: 646-504-3733
Business Opened: 05/01/2022
State/County/Cert/Reg: 2023-LL
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		24		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt #WWW-24-00291188
Paid 08/14/2025 150.00

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

SunBiz Listing

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List circuit transit inc Search

Events Name History

Detail by Entity Name

Florida Profit Corporation
CIRCUIT TRANSIT INC.

Filing Information

Document Number	P18000018752
FEI/EIN Number	82-4586300
Date Filed	02/27/2018
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/17/2019
Event Effective Date	NONE

Principal Address

501 E Las Olas Blvd
Suite 300
Fort Lauderdale, FL 33301

Changed: 04/05/2023

Mailing Address

501 E Las Olas Blvd
Suite 300
Fort Lauderdale, FL 33301

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Detail by Entity Name

Florida Profit Corporation
CIRCUIT TRANSIT INC.

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Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/17/2019
Event Effective Date	NONE

Principal Address

501 E Las Olas Blvd
Suite 300
Fort Lauderdale, FL 33301

Changed: 04/05/2023

Mailing Address

501 E Las Olas Blvd
Suite 300
Fort Lauderdale, FL 33301

Changed: 04/05/2023

Registered Agent Name & Address

INCORP SERVICES, INC.
3458 LAKESHORE DRIVE
TALLAHASSEE, FL 32312

Name Changed: 10/30/2023

Address Changed: 10/30/2023

Officer/Director Detail

Name & Address

Title DPST

ESPOSITO, ALEXANDER
32 TIMBER TRAIL
AMAGANSETT, NY 11930

Title DPTS

MIRRAS, JAMES
35 GLADE RD
E HAMPTON, NY 11937

Title Executive Secretary

Bagley, Jason
1305 SW 8 Ave
Fort Lauderdale, FL 33315

Title Executive Secretary

Powell, Brian
1005 Windsor Avenue
WEST PALM BEACH, FL 33401

Annual Reports

Report Year	Filed Date
2023	04/05/2023
2024	03/29/2024
2025	03/20/2025

Document Images

03/20/2025 -- ANNUAL REPORT	View image in PDF format
03/29/2024 -- ANNUAL REPORT	View image in PDF format
10/30/2023 -- Reg. Agent Change	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
03/26/2022 -- ANNUAL REPORT	View image in PDF format
03/07/2021 -- ANNUAL REPORT	View image in PDF format
07/20/2020 -- ANNUAL REPORT	View image in PDF format
05/17/2019 -- Name Change	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
02/27/2018 -- Domestic Profit	View image in PDF format

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Microtransit Service for The City of Pompano Beach



Prepared for:

City of Pompano Beach
Purchasing Division
100 West Atlantic Blvd.
Pompano Beach, FL 33060

Date: August 19th, 2025

Prepared by: Circuit Transit Inc.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

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7.1 Qualifications and Experience

7.1.3 Letter of Interest

August 19, 2025

City of Pompano Beach
Purchasing Division
100 West Atlantic Blvd.
Pompano Beach, FL 33060

RE: RFP25-015 – Micro-Transit Transportation Services

Dear Evaluation Committee,

Circuit Transit Inc. (Circuit), is pleased to submit our proposal to continue operating the City of Pompano Beach's all-electric microtransit program.

We understand that the City is looking for an experienced service provider who will provide a fully turnkey EV microtransit service to residents and visitors in Pompano Beach. The city seeks to enhance ride-share services to relieve congestion on the barrier island, lower emissions and better connect residences, hotels & local attractions to restaurants and other amenities. Beyond that, we recognize that the City desires to facilitate park and ride locations on the barrier island as well as west of the Intracoastal Waterway on Atlantic Blvd.

As your reliable partner since 2021 and a company headquartered in Broward County, Circuit is uniquely prepared to accomplish these goals and continue to deliver a service for the residents and visitors of Pompano Beach that sets the standard for EV microtransit throughout South Florida and across the country.

Over the past 4 years, the program has helped provide rides for nearly **10,000 passengers per month**, reduced single-occupancy vehicle trips on the barrier island, improved first/last-mile connectivity to key destinations, and supported local businesses along the beach and commercial corridors. We've helped the city achieve this while maintaining a customer satisfaction rating of 4.91 out of 5 stars and a cost-per rider that is **lowest of any known microtransit program in the country**—all with a 100% electric fleet and an ADA-compliant option.

Because our **local team, vehicles, charging, storage, and operating procedures are already in place**, Circuit can ensure a seamless contract transition with **zero service interruption**. Due to our large local presence in Broward County, we are equally prepared to **scale service** for seasonal peaks, special events, and any City-directed expansions

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beyond the coverage area. Ultimately, Circuit's community-focused approach to Microtransit brings 3 key differentiators to the City of Pompano Beach:



Unmatched Service Quality: Circuit's service performance results are unmatched by competitors across the United States - consistently maintaining **wait times of 15 minutes or less** and industry-leading **passengers per vehicle hour between 5.5 and 7.0**. This culture of operational excellence culminates in Pompano Beach, where we deliver one of the most efficient services in the country in terms of PPVH and Cost per Rider!



Operational Framework Built for EVs: Utilizing electric vehicles isn't an adaption for Circuit, we've only ever utilized EVs in our services. As the largest operator of all-electric microtransit services across the Country, we bring the needed experience to Pompano Beach to continue to deliver the exceptional metrics and ensure maximum service uptime around charging schedules.



A Professional, Local Workforce: Our commitment to a **W2 employee model** ensures that all drivers that are hired from within Pompano Beach are provided stable jobs with benefits and protections. This ensures a higher quality of service, greater accountability, and direct economic investment in the Pompano Beach community rather than independent contractors.

As a company with strong local investment, we deeply value our partnership with the City of Pompano Beach and look forward to building on this momentum with a reliable, data-driven, and community-focused service. Our proposal is focused on the needs of the City at this time and we are excited for the opportunity to continue to deliver an exceptional microtransit service to Pompano Beach. We welcome any questions from the evaluation committee throughout the process!

Sincerely,
Jason Bagley
Partner
jason@ridecircuit.com | 305-494-1612
Circuit Transit Inc | FEIN: 82-4586300 |

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7.1.4 Understanding of the Project



Circuit understands the City's goal is to provide a **safe, reliable, and eco-friendly, on-demand microtransit service** that eases congestion on and around the barrier island, improves access to the beach and local businesses, and offers **equitable mobility for residents, visitors, and employees**—including **ADA-compliant service**. In addition, we understand the desire to connect to park & ride locations, further reducing downtown traffic.

Our understanding of this project is not based on a review of documents alone; it is forged from **over four years of operational partnership with the City of Pompano Beach** and a deep analysis of the **hundreds of thousands of rides** we have provided to the community since our launch in February 2021. While we have thoroughly reviewed the RFP and the associated FDOT grant requirements, our true understanding comes from the data, rider feedback, and daily experience of serving your residents, visitors, and employees.

We know **Publix is hands down our most popular drop-off and pick-up location**! We are able to leverage years of granular data to maximize efficiencies and provide a fun and reliable option to the community. A new addition this summer - we are now collecting ridership data since launching our recent beta test in Harbor Village.

We understand the City's primary objective is to relieve congestion, enhance mobility on the barrier island, and support economic vitality. We have not only contributed to these goals but have the data to prove it.

A Data-Driven Understanding of Pompano Beach

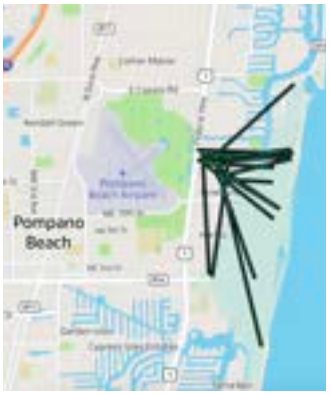
Our unique position as the incumbent provider gives us unparalleled insight into how, when, and why people travel in Pompano Beach.

1. Ridership Volume & Proven Efficiency: We know this program is a vital part of the community because residents and visitors use it in incredible numbers. Our service consistently delivers:

- **Peaks of over 10,000 passengers per month** with a lean and efficient fleet of just three primary vehicles.
- An average of **9.29 passengers per vehicle hour (PPVH)**, a metric that is among the highest in the micro-transit industry and demonstrates exceptional operational efficiency.
- An industry-leading, fully-burdened **Cost Per Rider of just $2.20**.

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2. Rider Behavior & Travel Patterns: We don't have to guess where the demand is; we know. Our operational data provides a clear picture of the community's mobility needs. Our ridership heatmap and spatial mapping tools aggregated from thousands of daily trips, reveals key travel corridors and destinations that directly inform our daily operations and vehicle staging. It confirms high demand connecting residential buildings with key commercial and leisure hubs along with essential services like Publix.



3. Community & Stakeholder Insights: Beyond the numbers, our years of service have allowed us to gather direct feedback on *why* the service is so valued. Rider surveys and interactions show:

- **Reducing Congestion is a Reality:** 86% of our riders choose Circuit specifically to avoid driving their personal vehicle.
- **Supporting Local Business:** The service is a powerful economic driver. As one rider noted in a review, "If it wasn't for Circuit I would not visit as many local businesses as I did this visit to the Pompano area".
- **A Valued Community Asset:** The program has earned overwhelming positive feedback, reflected in our high app store ratings and praise from community leaders.



Regular rider Mitch S. depends on Circuit to get around town safely and comfortably due to his medical conditions. He consistently shares his appreciation for the Circuit team, praising their reliability, kindness, and the vital role they play in his daily life.

This deep, data-backed understanding allows us to move beyond simply proposing a service and instead offer a **proven, optimized, and future-ready solution** tailored to the unique needs of Pompano Beach. We are prepared to not only continue this successful program but to enhance it further based on the insights only an incumbent partner can possess.

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Key elements we will continue to deliver for Pompano Beach due our understanding of the project:

- **Continuity of Service:** Immediate, uninterrupted operations with the existing trained team, familiar vehicles, and established charging/storage.
- **Community Engagement and Outreach:** Beyond surveys, we are actively involved in the community and engage with residents, visitors and business owners for input and feedback. A collaborative relationship with our partners at the City to promote the program has translated to one of the most successful microtransit programs in the US!
- **Right-Sized Fleet & Flexibility:** A core fleet of NEVs plus an ADA-compliant vehicle in reserve, with the ability to **scale up or reposition** vehicles based on daily demand.
- **Rider Experience & Customer Service:** Courteous, uniformed W-2 Driver Ambassadors trained in ADA sensitivity, local knowledge, and hospitality—acting as on-street City ambassadors.
- **Technology & Access:** An industry-leading mobile app for requesting rides, real-time ETAs, and data capture; call-in support for riders without smartphones; and readiness to enable in-app payments if directed by the City.
- **Reporting & Transparency:** Accurate, comprehensive **monthly/quarterly/annual** reporting of ridership, on-time performance, complaints, mileage, safety incidents, and driver compliance, aligned to City and grant requirements.
- **Grant Awareness & Compliance:** Ongoing adherence to **FDOT/FTA-related documentation and operational practices**, timely notifications of any compliance issues, and audit-ready data management.

In short, our **operations-first model**—experienced local management, W-2 drivers, and in-house maintenance—ensures **optimized performance from day one**, without a ramp-up period or learning curve.

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7.1.5 Organizational Chart and Key Team Members



Pompano Beach Project Manager - Jason Bagley
Jason is a National Partner at Circuit, has over 13 years of experience operating similar services in South Florida and will be the primary contact through the procurement process with Pompano Beach. Jason currently oversees Circuit's Florida Services in Palm Beach, Broward, and Miami-Dade counties. He will be the lead in preparing for and launching operations and coordinate any changes to service that are needed such as service expansion.



Pompano Beach Partnership Manager - Alana Wortsman
Alana brings 13 years of experience in the nonprofit sector, helping to create more sustainable communities. At Circuit, she helps manage the public-private partnerships. Alana will work with Pompano on community engagement, events, public affairs, and marketing materials. Alana was born and raised on Long Island, NY and now resides in South Florida as her place to call home.



South Florida Area Operations Manager - Raul Toro
Overseeing all operations in the South Florida Region region and responsible for managing a team of Local supervisors Raul ensures smooth and efficient operations across the area. He is heavily focused on mentoring and coaching our operations leads and oversees our strategic planning, execution, forecasting for the area Raul is a U.S. Veteran with extensive operational and managerial experience in the micro-mobility industry.



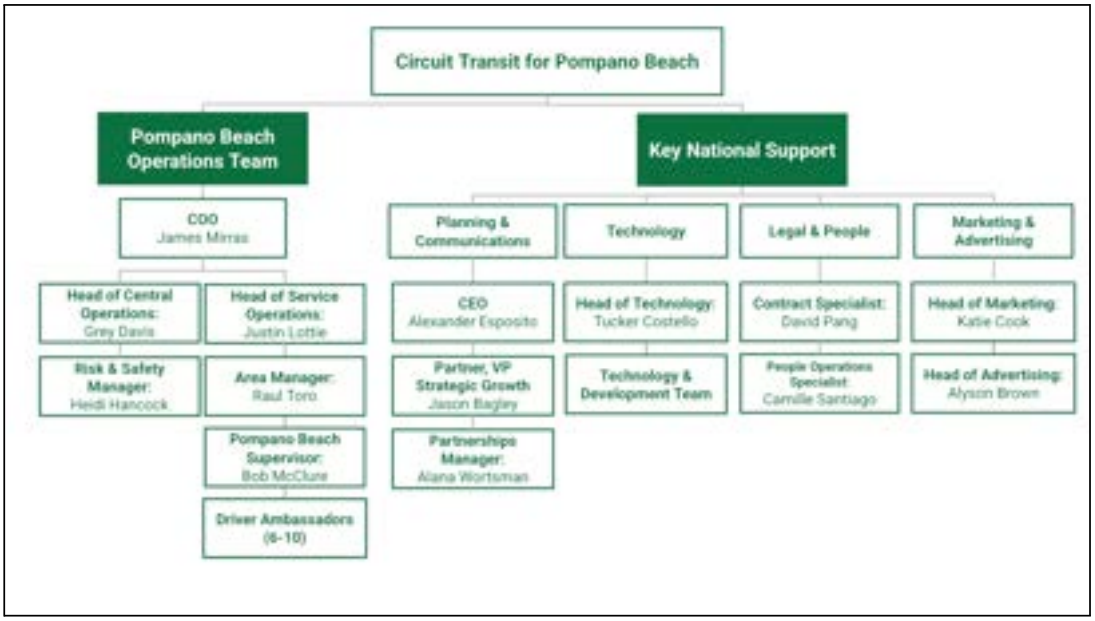
Pompano Beach Local Supervisor - Bob McClure
Bob has been with Circuit since 2015 where he started as a driver in Fort Lauderdale. He will continue to be the primary operations manager for the Pompano Beach program. His positive attitude, attention to detail and effective leadership has paved the way for several promotions over the years. Bob has used his experience in recruiting to successfully build and retain teams which has produced several supervisors and location managers.



South Florida People Manager - Camille Santiago
Camille helps lead hiring, onboarding and scheduling for our operations throughout Broward County. Her background is in community focused relations with experience in transportation related industry. Proper onboarding is crucial to service success and having a dedicated manager with experience in multiple

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locations but at the same time hyper-focused in one area is crucial. Camille's commitment to the community is evident with our entire Pompano Beach team being from the immediate surrounding area and 8 of our 12 Team Members being Pompano Beach residents!



7.1.6 Statement of Skills & Experience of Project Team

Corporate Background & Overall Qualifications

Founded in 2011, Circuit is a pioneer in all-electric, on-demand microtransit, purpose-built to bridge transit gaps in urban and suburban transportation networks. We provide a comprehensive, turnkey solution that includes a proprietary rider mobile application, a full-suite transit technology platform, a fleet of 100% electric vehicles, professionally trained W2 drivers, administrative and operational support, and an in-house marketing team. Our proprietary ride-pooling algorithm enables us to move more people for less, reducing per-ride costs and maintaining impressively low wait times. Our national footprint includes over 45 unique transit programs across 7 states and the District of Columbia, with a fleet of 300+ electric vehicles and a team of over 500 EV-trained, W2 employees. We are confident that our combination of institutional knowledge, regional scale, and locally rooted operations team positions Circuit as the most qualified provider to continue enhancing microtransit in Pompano Beach.

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Experience of Project Team in Similar Municipal Projects

Circuit Transit is proud to bring a seasoned, regionally embedded project team to the City of Pompano Beach—one that combines deep operational knowledge of the City's existing microtransit service with a broad understanding of the transportation needs across Broward County. There is no other competitor more acutely attuned to the needs of the City and residents of Pompano Beach. As the incumbent operator, our team has already established a strong foundation, successfully delivering an efficient, sustainable, and rider-focused service. This existing familiarity with the service area, coupled with our firsthand relationships with City staff and community stakeholders, enables us to build on a successful program rather than start from scratch.

This same core management team that has delivered the exceptional program in Pompano Beach has also successfully supported and launched Circuit's other nearby municipal programs in Fort Lauderdale, Hollywood, Wilton Manors, Lauderdale-by-the-Sea, and Boca Raton within the past two years. Their combined experience across these markets ensures an unmatched understanding of regional mobility dynamics—including rider expectations, peak usage trends, and the unique operational needs of South Florida communities. Our integrated Broward operations have also allowed us to optimize efficiencies across services, which we believe will continue to lower costs to the City of Pompano Beach while still tailoring the service to the City's unique goals.

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Our continued commitment to excellence in South Florida has led to:

420k+ Rides Completed	**760k+** Passengers Moved	**130+** Electric Vehicles
10.4 mins Average Wait-Time	**1.3M+** Passenger Miles	**4.91** / 5.0 Avg Driver Rating

Experience with Grant-Funded Projects & Compliance

As a company with a strong track record of securing and managing grant-funded projects, Circuit Transit is well-versed in the requirements of compliance. We have successfully managed the reporting requirements for the current FDOT grant that the city has received and will continue to do so. We have extensive experience working with clients on projects that involve federal and state grants, including those from the Florida Department of Transportation (FDOT) as referenced in this RFP. Our administrative and operational support includes dedicated personnel for grant writing and a robust system for documentation, data reporting, and monitoring to ensure all service delivery and reporting requirements are met. We are prepared to handle all necessary record-keeping and provide support for any audits or reviews conducted by funding agencies, ensuring the City's continued compliance and maximizing the value of its grant funding.



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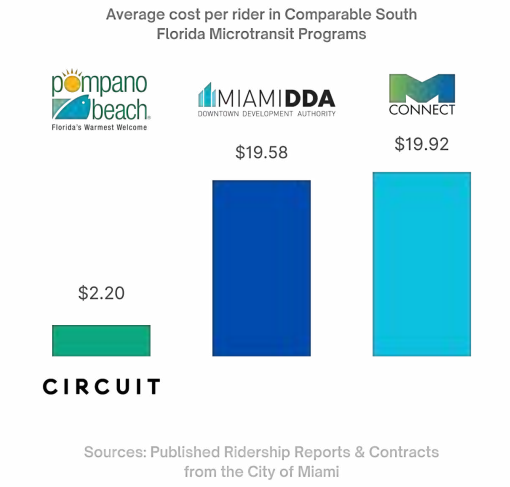
Resumes & Resources

The resumes for our key project team members, detailing their specific experience on similar projects, are included in the Appendix. We are committed to dedicating the best resources to this project, including our prime consultants and other members of the project team. Our local and national teams have successfully executed and managed complex municipal contracts, ensuring consistent, high-quality service delivery. We understand the importance of compliance with all contract terms and are committed to clear and frequent communication with City staff.

7.1.7 Unique Capabilities

Commitment to Operational Excellence & Local Community

Throughout our millions of all-electric rides across the country, we've seen a huge range of complex and diverse markets that has helped us learn exactly what it takes to run a successful transit program. As a turnkey provider, we offer a powerful combination of operational expertise and technological innovation that's unique in the transportation industry. We know that it takes a combination of reliable transit technology, a concerted marketing plan, and an operations team that is committed to operational excellence in order to ensure that **we consistently have the lowest cost-per-rider and highest ROI across the country when compared to other providers.**



By choosing Circuit as the continued microtransit provider for Pompano Beach, you'll receive an easy-to-use app, a powerful marketing and advertising team to drive high ridership, and a dedicated partnerships team to handle all service enhancements and address all requests of the city; On top of that, you'll get a world class operations team that sets Circuit apart from the other bidders.

Our shared experience, proven methodologies, and dedication to exceptional service position us as the perfect partner for Pompano Beach. We don't shy away from metrics and will detail throughout this proposal exactly the kind of high quality service performance you can expect from Circuit.

By choosing Circuit, the City will benefit from:

- **A flexible, data-driven approach** to service delivery that ensures ongoing optimization through vehicle assignment and demand responsiveness.

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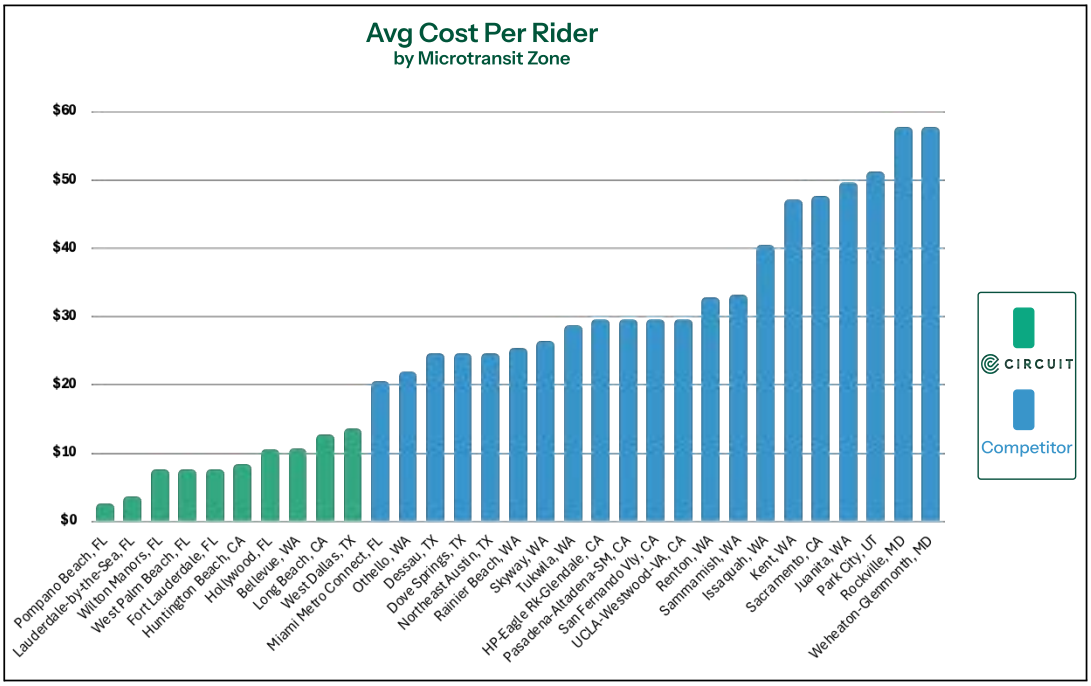
- **Access to cutting-edge technology** that provides real-time data insights for the City and enhances the rider experience with an easy-to-use interface.
- **A commitment to creating quality jobs** within Pompano with our local-first hiring strategy that provides advancement opportunities and training.

How we do it

Keeping average wait times low is imperative to keeping our existing customers happy and continuing to expand in the markets that we're focused on. We invested in the routing technology to enable our drivers to pick-up riders in the most efficient way possible. We've hired operations experts who work directly with the cities that we partner with to advise them on optimal coverage area, number of vehicles needed to achieve key metrics, and the best type of vehicles for their community. We've consistently prioritized operating quality services, and never cut corners.

Some competitors have unlimited queues for their drivers or only perform single ride requests at a time. During peak hours, this can lead to wait times exceeding 1 hour. We believe transparency is imperative, both from a customer and rider perspective, in order to run an effective microtransit program that the public loves and supports. That is why Circuit works with its partners to set maximum wait time limits in the event that demand ever surges to outpace the vehicle capacity

Industry Leading Cost Per Rider



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Operational excellence also means focusing heavily on high ridership in our programs which leads to higher fare revenue (where we have fares) and decreases the overall cost per rider (CPR) by increasing the total number of riders. CPR is an important metric throughout the transit world and something that we lead the industry in achieving. Although every program is different, we strongly believe that by selecting Circuit for Pompano Beach's Microtransit program, you will be selecting to partner with the provider that will be most committed to driving high ridership, and in turn driving down your CPR.

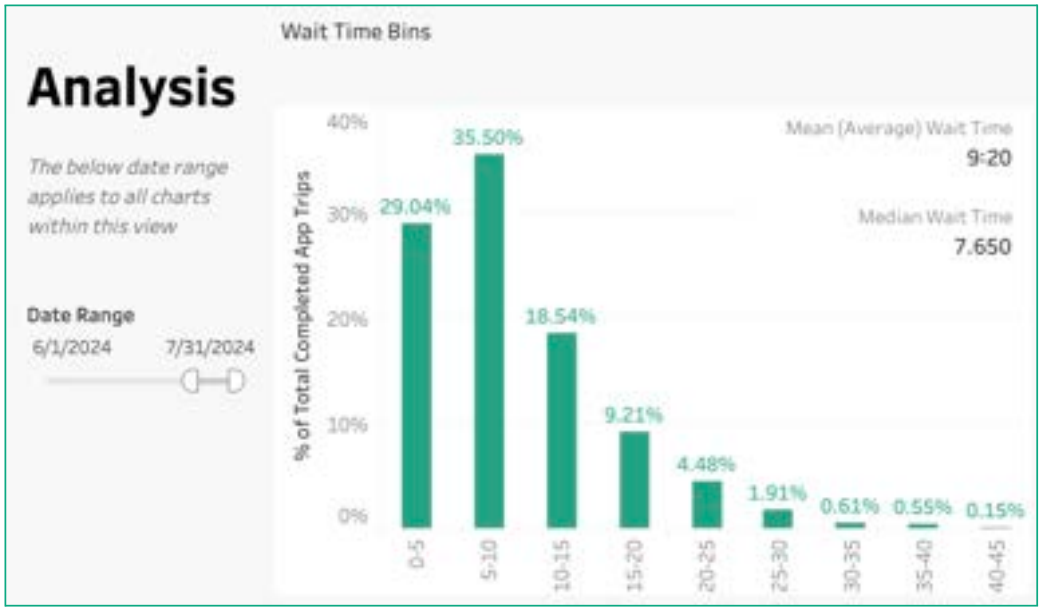
Growing with our Partners

Here at Circuit, we've built a solution with our customers in mind. We conduct regular surveys and request feedback in our monthly check-in meetings, and learned this year that there were 2 more frequent requests - an increase in ETA accuracy indication and a more accessible data portal that our customers could login in and view at any time. In response to these requests and our own technology roadmap, we provided over 20 tech updates last year leading to meaningful key improvement including a 56% increase in ETA accuracy year over year.

In addition to the technology updates in our rider app, we built a best-in-class data portal last year for our customers to provide 24/7 access to the data about their service. We made sure that the data is not only available, but is also clearly presented in a way that showcases the key metrics they care about & is easy to navigate.

Our attention to detail and customer-centric approach is seen in the way we treat our customers as partners. We provide the professionalism, technology and expertise that they'd find in a large national provider, while also paying close attention to the details of the communities that one would expect from a local organization. Ultimately, we believe that working with our partners to continuously improve their programs is what sets Circuit apart from other providers in the industry.

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Screenshot from our Data Platform showcasing insights into wait times.

Helping our Partners Succeed

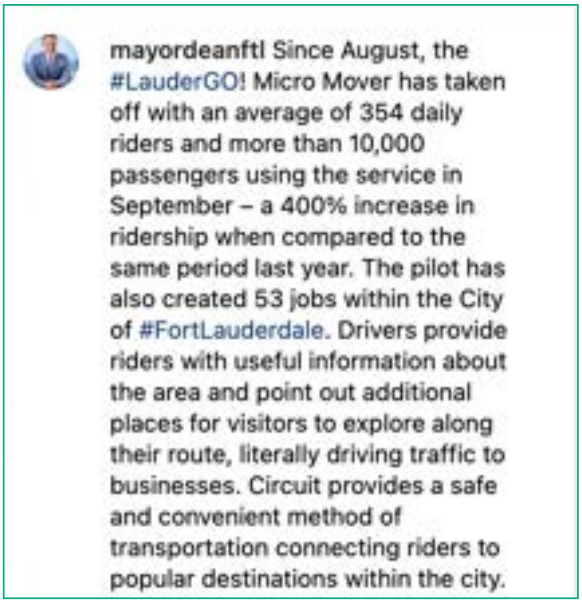
Beyond incorporating our partners' feedback into our future roadmap of improvements, we also differentiate ourselves from our competitors by providing consistent support throughout the life of our programs, not just at the start. We're transit experts and we know that programs evolve and change, requiring the need for a partner who's prepared to adapt programs as they grow. For example, in West Palm Beach there began to be an imbalance between the supply of vehicles and the overwhelming demand for the program leading to longer wait times and a dropping connection rate. We came up with a plan to implement different zones & vehicle routing rules throughout the city as well as a small fare to encourage intention from riders. Since then, we've seen a decrease in wait times, an increase in connection rates, and riders are happier with the program.

As a partner, Circuit is deeply committed to seeing our partners succeed and receive recognition by industry experts for their innovative programs. Most recently our partner in Trenton, NJ , Isles, received the Plug in America's national "Organization of the Year Award" and NJ Clean Cities' "Community Engagement Award" for their impact delivered by their Circuit program, GoTrenton.

By selecting Circuit for this RFP, you'll be getting a bespoke transit solution and the consistent care from the Circuit team that will ensure the program is continuously successful for years to come. This is exemplified by the robust and continued support

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from our existing partners who champion our programs as genuinely impactful to their constituents and extremely successful as transit programs. This is the Circuit difference.



Post from Fort Lauderdale Mayor about the Circuit Service in FTL in 2023.

7.1.8 Conflicts of Interest

Circuit has no conflicts of interest to disclose.

7.1.9 Litigation

Circuit has no litigation to disclose.

7.1.10 Office Location

Circuit's Local Office in Pompano Beach is located at 270 N Pompano Beach Blvd Pompano Beach, FL 33062. At this office we have 12 employees, all of whom are Broward County residents and 8 of whom are residents of the City of Pompano Beach.

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7.2 References

Fort Lauderdale

Client(s): Fort Lauderdale, FL **Contact:** Milos Majstrorovic MMajstorovic@fortlauderdale.gov	
Service Type: On-demand EV Microtransit **Status of Contract:** Active	
Annual Budget: ~$1.4M **Fleet:** 16 GEMs, 2 EV Sedans	
Ridership: ~20,000/month	
Project Description: Circuit has been operating within Fort Lauderdale since 2011. In the summer of 2021 the City of Fort Lauderdale partnered with Circuit to provide and launch a 100% all-electric microtransit solution for residents and visitors known as "The LauderGO! Micro Mover". The Fort Lauderdale-Circuit partnership has created a more sustainable, efficient, and greener city. Circuit helps visitors and residents get around to some of Fort Lauderdale's biggest attractions and destinations. In Spring 2023, Circuit expanded the service area west to include a larger swath of the community based on the city's request and added a new service called Lauderdale-by-the-sea. Currently the service generates an estimated $628k per month in economic activity and saves 1,350 gallons of gas from being burned.	

Lauderdale-by-the-Sea

Client(s): Lauderdale by the Sea, FL **Contact:** Ken Rubach townmanager@lauderdalebythesea-fl.gov	
Service Type: On-demand EV Microtransit **Status of Contract:** Active	
Annual Budget: ~$300k **Fleet:** 3 GEMs	
Ridership: ~10,000/month	

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Project Description: In May 2023, Circuit Transit launched the "Circuit-By-The-Sea" program in Lauderdale-by-the-Sea, introducing an all-electric, on-demand shuttle service tailored to the town's unique coastal community. Replacing the previous Pelican Hopper, this initiative offers residents and visitors affordable rides—just $2 per trip—within the town and the adjacent Galt Ocean Mile area. The program has been met with enthusiastic community support, significantly outperforming its predecessor in ridership. Within weeks of its launch, the service averaged over 900 weekly riders, a notable increase from the 800 monthly riders previously recorded by the Pelican Hopper. This surge in usage underscores the effectiveness of Circuit's sustainable transportation model in reducing traffic congestion and emissions while enhancing local mobility. The Town has praised Circuit's commitment to safety and community engagement, recognizing the service as a valuable asset to the town's infrastructure.

Boca Raton

Client(s): Boca Raton, FL
Contact: Naresh Machavarapu
nmachavarapu@ci.boca-raton.fl.us

Service Type: On-demand EV Microtransit
Status of Contract: Active

Annual Budget: $400k
Fleet: 2 EV Sedans, 1 GEM, 1 EV Van

Ridership: ~3,500/month



Project Description: In June 2024, Circuit partnered with the City of Boca Raton to launch BocaConnect, an on-demand, all-electric microtransit service designed to enhance first-mile/last-mile connectivity within the downtown area and beyond. The service area encompasses downtown Boca Raton—bounded by Glades Road to the north, I-95 to the west, the Hillsboro Canal to the south, and NE 5th Way/SE 5th Avenue/Royal Palm Way to the east—and includes an expanded zone on the barrier island from Gumbo Limbo Nature Center to the Boca Raton Inlet. BocaConnect operates with a fare structure that offers free rides within the core downtown (RED zone) and a nominal fee for trips that begin or end in the extended (BLUE zone), capped at $5 per ride. The initiative reduces traffic congestion, lower emissions, and provides a convenient transportation alternative for those accessing key destinations such as Mizner Park, the Boca Raton Museum of Art, and the Brightline station. Early feedback highlights convenience, eco-friendliness, and professionalism of Circuit's local drivers.

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Hollywood

Client(s): Hollywood, FL **Contact:** Mark Johnson mljohnson@hollywoodfl.org	
Service Type: On-demand EV Microtransit **Status of Contract:** Active	
Annual Budget: $1.4M **Fleet:** 10 GEMs, 2 EV Sedan, 2 EV Van	
Ridership: ~8,500/month	
Project Description: In October 2018, the Hollywood City Commission entered into a partnership with Circuit for circulator services to and from Downtown Hollywood, Hollywood Beach, and the City's parking garages for an initial one-year pilot replacing their existing fixed route trolley system in favor of a more flexible service. The program exceeded the City's expectations, doubling ridership at an estimated 70% of the cost of the previous trolley system.The success of the program has led it to be continuously renewed and Circuit to be reselected as the provider in a May 2023 RFP. The City named the program "Sun Shuttle" which began as a self-branded service and has now opened for third party advertising with a revenue share to the City.	

Wilton Manors

Client(s): City of Fort Lauderdale **Contact:** Dio Sanchez dsanchez@wiltonmanors.com	
Service Type: On-demand EV Microtransit **Status of Contract:** Active	
Annual Budget: ~$275k **Fleet:** 2 GEMs, 1 EV Sedan, 1 ADA	
Ridership: ~3,500/month	
Project Description: Service began in November 2022, providing the City of Wilton Manors, Florida with an all-electric shuttle service to help fill in transit gaps and connect the local community to the downtown local businesses. The service has been well	

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received by the residents of Wilton Manors, with an average driver rating of 4.92/5, and frequent reviews about the benefit it gives them for their transportation needs. This program alone has saved the City an estimated 75 tons of CO_2 just last year, contributing to their overall sustainability goals and making the community safer, greener and less congested. The service also allows for advertising on the exterior and interior of the vehicles, helping the city to reduce overall costs by working with our national and local advertising partners.

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Letters of Support for Circuit in Pompano Beach

☐ **District Office**
1827 NE 24th Street
Lighthouse Point, FL 33064
Phone: 954.784.4531
Fax: 954.784.4533

☑ **Capitol Office**
418 The Capitol
402 South Monroe Street
Tallahassee, FL 32399-1300
Phone: 850.717.5100

Representative Chip LaMarca

Florida House of Representatives - District 100

Chip.LaMarca@myfloridahouse.gov

August 14, 2025

VIA EMAIL DELIVERY

City of Pompano Beach
100 West Atlantic Avenue
Pompano Beach, FL 33060

To whom it may concern,

I am writing in support of Circuit as an operator of transportation services and microtransit services for the City of Pompano Beach. As a State Representative representing coastal Broward County, I have been a strong supporter of Circuit in multiple communities from Pompano Beach to Lauderdale by the Sea and Fort Lauderdale. They have proven to be an excellent, effective provider, and have consistently demonstrated their commitment to providing safe, reliable and eco-friendly transit solutions.

In the City of Pompano Beach, Circuit has a proven track record of successfully implementing and managing innovative transportation solutions that prioritize accessibility, affordability, and sustainability. Circuit's commitment to social responsibility aligns seamlessly with the City of Pompano Beach's goal of providing reliable transportation to diverse populations within the City. Circuit understands the unique needs of these user groups and has designed its services to be not only efficient but also user-friendly and accommodating.

Thank you for your time and review. Should you have any questions regarding my experience with their service and relationship with Circuit in general, please feel free to contact me.

I appreciate your consideration of Circuit for this important role in Pompano Beach's transit future.

Sincerely,

Chip LaMarca
Florida State Representative
District 100

Proudly Serving the People of Broward County

Committees: Joint Committee on Public Counsel Oversight (Chair) ▪ Energy, Communications & Cybersecurity Subcommittee (Vice-Chair) ▪ Ways & Means Committee (Whip) ▪ Commerce Committee Infrastructure & Tourism Appropriations Subcommittee ▪ Rules Committee

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TOWN OF
LAUDERDALE•BY•THE•SEA
4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
Phone: 954-640-4200

8/15/2025

City of Pompano Beach
100 West Atlantic Avenue
Pompano Beach, FL 33060

To Whom It May Concern,

As the Assistant to the Town Manager for the Town of Lauderdale-By-The-Sea, I oversee our Micro-Transit program and manage the Town's contract with Circuit. I have had the pleasure of working directly with their team since 2023, and I can confidently say they have been an outstanding partner in delivering safe, reliable, and eco-friendly transportation.

From day one, Circuit has exceeded expectations—not just in providing high-quality service, but in building genuine relationships with the community. They are approachable, responsive, and committed to making transportation accessible for residents and visitors alike. Their electric vehicles offer a cost-effective, equitable option that reduces parking challenges, traffic congestion, and emissions—issues many coastal cities face.

Circuit's professionalism and adaptability have allowed them to design services that meet the unique needs of our community while prioritizing sustainability, affordability, and ease of use. They engage directly with riders, listen to feedback, and continuously refine their operations to ensure the best possible experience.

In Lauderdale-By-The-Sea, their work has made a tangible difference in how people move around town, and I have no doubt they would continue to bring the same level of excellence, innovation, and care to Pompano Beach.

Thank you for your time and consideration. If you would like more information about our experience with Circuit and the success of our Micro-Transit program, I would be happy to speak with you at 954-640-4212 or courtneye@lbts-fl.gov.

Sincerely,

Courtney Easley

Courtney Easley
Assistant to the Town Manager
Town of Lauderdale-By-The-Sea
courtneye@lbts-fl.gov

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LAMAR P. FISHER
Commissioner, District 4
115 S. Andrews Avenue, Suite 437C
Fort Lauderdale, FL 33301
954-357-7004
lfisher@broward.org

August 14, 2025

City of Pompano Beach
100 West Atlantic Avenue
Pompano Beach, FL 33060

To whom it may concern,

I am writing in support of Circuit as an operator of transportation services and micro transit services for the City of Pompano Beach, in my individual capacity as an elected Broward County Commissioner for District 4 and not on behalf of the Board of County Commissioners. Since my first experience with Circuit they have proven to be excellent, effective provider, and have consistently demonstrated their commitment to providing safe, reliable and eco-friendly transit solutions.

Circuit's team has been a pleasure to know and work with. They excel at engaging with the community, helping residents and visitors, and improving transportation in the area. Their focus on operations, jobs, safety, and the communities they serve, sets them apart from other transit options.

In the City of Pompano Beach, Circuit has a proven track record of successfully implementing and managing innovative transportation solutions that prioritize accessibility, affordability, and sustainability. Circuit's commitment to social responsibility aligns seamlessly with the City of Pompano Beach's goal of providing reliable transportation to diverse populations within the City. Circuit understands the unique needs of these user groups and has designed its services to be not only efficient but also user-friendly and accommodating.

Thank you for your time and review. Should you have any questions please do not hesitate to contact me. I appreciate your consideration of Circuit for this important role in Pompano Beach's transit future.

Sincerely,

Lamar P. Fisher
Broward County Commission,
District 4

Broward County Board of County Commissioners
Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine
Broward.org

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Water Taxi of Fort Lauderdale LLC
1366 SE 17th Street
Fort Lauderdale, FL 33316

August 17, 2025

City of Pompano Beach
100 West Atlantic Avenue
Pompano Beach, FL 33060

To whom it may concern,

I am writing in support of Circuit as an operator of transportation services and microtransit services for the City of Pompano Beach. Since my first experience with Circuit in 2018, they have proven to be an excellent, effective provider, and have consistently demonstrated their commitment to providing safe, reliable and eco-friendly transit solutions.

Circuit's team has been a pleasure to know and work with. They excel at engaging with the community, helping residents and visitors, and improving transportation in the area. Their focus on operations, jobs, safety, and the communities they serve, sets them apart from other transit options. Their electric cars are cost-effective, equitable and help to combat the parking, congestion and emissions problems that many cities struggle with.

In the City of Pompano Beach, Circuit has a proven track record of successfully implementing and managing innovative transportation solutions that prioritize accessibility, affordability, and sustainability. Circuit's commitment to social responsibility aligns seamlessly with the City of Pompano Beach's goal of providing reliable transportation to diverse populations within the City. Circuit understands the unique needs of these user groups and has designed its services to be not only efficient but also user-friendly and accommodating.

Thank you for your time and review. Should you have any questions regarding Water Taxi of Fort Lauderdale LLC experience with their service and our relationship with Circuit in general, please feel free to contact me at **bwalker@watertaxi.com** or 954-467-6677.

I appreciate your consideration of Circuit for this important role in Pompano Beach's transit future.

Sincerely,

William Walker
CEO/Principal
Water Taxi of Fort Lauderdale LLC
617-797-1992
bwalker@watertaxi.com

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7.3 Compliance w/ Scope & Requirements

RFP Ref	Requirement (summary)	How Circuit achieves it
4.1.2	Vehicles must be NEVs/GEM or similar; FMVSS-compliant; modern charging	Deploy GEM e6/NEV fleet, all FMVSS-compliant; maintain Level-2 charging inventory and documented charger upkeep.
4.1.3	Start with ≥3 vehicles; ADA vehicle in reserve; scalable	Operate 3+ NEVs daily with an ADA WAV on standby; maintain spare ratio and scale vehicles seasonally/on demand.
4.1.4	Demand-response, point-to-point within boundary	App-based hailing with geofenced pickup/dropoff; live dispatch ensures all trips begin and end in the City zone.
4.1.5	Provide all vehicles/personnel; begin ops ≤30 days of execution	As incumbent, team, vehicles, charging, and SOPs are already in place—enabling immediate continuity with zero downtime.
4.1.6	Recommend vehicle sizes/frequencies to meet future demand	Use hourly demand heatmaps and PPVH targets to right-size the fleet and adjust staging by time of day.
4.2.1–4.2.8	Meet program objectives (access, parking, emissions, safety, app availability)	100% electric fleet, trained W-2 drivers, app access, dynamic supply; track wait times and pooling to cut VMT and parking search.
4.3	Address complaints promptly; provide reports as needed	Centralized CX queue with SLA; include complaint volume, categories, and resolutions as needed.
4.5	Use NEVs; consistent branding/signage	Branded wraps/ID, interior placards; branding checklist during pre-launch inspections.

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4.5.1	Serve residents, guests, commuters; hours changes by written agreement	Staff to City schedule; we will propose data-backed hour tweaks, implemented only after written approval.
4.5.2	Serve park-and-ride lots	Add P&R pins to geofence; can add priority zones and include P&R usage stats in reports.
4.5.3	Trips must start/end within service map	Application enforces geofence and blocks out-of-zone dropoffs
4.5.4	Free today; fully-electric; prompt pickup; phone or hail allowed	Maintain free fare setting; EV-only operations; ETA targets by zone; non-app rides allowed and recorded.
4.5.5	App must accept payments if City requests	Payment module is fully configurable and will only be enabled upon City direction; inclusive cash-to-wallet option available and API integrations.
4.5.6	Immediate ETA; collect data; submit monthly/quarterly/annual reports (ridership by period, complaints, mileage, drivers/suspensions, accidents)	App shows live ETA; we provide a unified data platform, tracking KPIs with all required fields and SQL/CSV exports enabled.
4.5.7	Include an ADA vehicle	Keep ADA WAV in fleet with priority dispatch; trained drivers; track WAV response/fulfillment in KPIs.
4.5.8	W-2 drivers; background checks; City may approve/reject; uniforms/name tags; FL licenses	Hire/verify W-2s; Level-2 background checks; provide rosters to City; enforce uniform policy and license checks.
4.5.9	Communicate via City Parking Manager/designee	Single POC; regular email updates; immediate escalation protocol for incidents or service impacts.
4.5.10	May suspend in extreme weather with written notice	As a local company, we have a full weather SOP; we will notify City and have a staged service restart checklist post-event.

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4.5.11	Term up to 5 years + two 1-year renewals	We acknowledge the term and will maintain service continuity across renewals.
4.5.12	Proposer performs maintenance/charging	Preventive maintenance (PM) schedule; daily DVIRs; overnight charging plan; maintain PM logs.
4.5.13	Comply with all laws/regulations	Compliance register; periodic audits; corrective actions tracked to closure.
4.5.14	Maintain vehicle cleanliness	Daily interior tidy; weekly detailing; cleanliness checklist with supervisor spot checks.
4.5.15	Relief personnel available; City can require immediate dismissal	Bench list and shift-swap SOP; immediate removal upon City request; document replacements.
4.6	Keep ≥3 vehicles operating; ADA in reserve; replace vehicles/staff within 24 hours	Maintain spares and cross-trained relief drivers; 24-hour swap SLA; incident/corrective-action logs.
4.7	Advertising allowed only with City's prior written consent	Run ads only after City approval; follow content policy; optional revenue-share model to offset costs.
4.8	Maintain compliance with grants (FDOT/FTA); notify City within 5 business days; keep audit-ready records	We have maintained full grant compliance throughout our time as the incumbent with quarterly self-audits; written notice + corrective action plan within 5 business days to the city and retaining records per grant terms.
4.9	All fees outlined and firm; app must handle future rider charges	Provide transparent, all-in rate card; no off-contract fees; fare-ready app configuration.
4.10.1	Use City storage/charging; pay $2,400 base + 3% annual escalation	We accept fee terms and have included in our cost proposal narrative.

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4.10.2–4.10.4	Ensure regulatory compliance; secure office if needed; cover ops costs (charging, maintenance, registration, storage, insurance)	We maintain COIs/registrations and a local office as appropriate. We have fully budgeted O&M line items owned by Circuit and included them in our fee proposal.
4.11	Operate per current schedule; City may modify based on assessment	We will maintain our staff to current hours; propose data-driven adjustments post-assessment but implement only with written approval.
5.1	Each on-demand EV holds ≥5 passengers (excl. driver)	All vehicles recommended hold 5 or more passengers.
5.2	Driver conduct prohibitions (license, no over-capacity/standing, no fares unless approved, restricted roads, etc.)	We have a Driver handbook + robust in-house training; FL license verification; in-service ride checks; coaching and corrective actions for violations. Further details in the Staffing Section.

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7.4 Technological Capabilities

Circuit's technology is designed for ease of use and accessibility for all members of the community. Riders can request a vehicle using our intuitive **smartphone app**, which provides real-time vehicle tracking and an estimated time of arrival. The city gains access to detailed data portal with



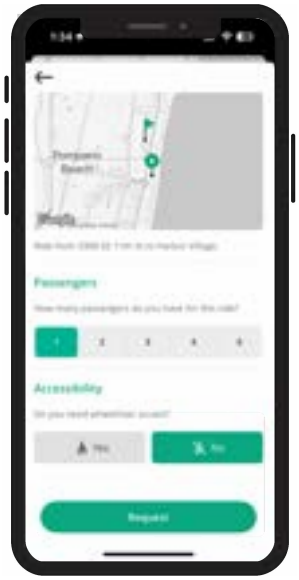
Rider Application

Circuit’s proprietary mobile application available for iOS and Android phones allows rides to be requested on-demand anywhere within a geofenced location. It is designed to be as user-friendly as possible and make requesting a ride simple and straightforward.

When opening the app, the user will be shown their nearest "location" to view the coverage map, the location's hours of operation, how busy the service currently is, and add payment methods if required for their location. Once a ride is requested, Circuit's app allows users to view the location of the assigned car while it is on its way to pick them up - **It displays the vehicle's real-time location and alerts the user when the driver is close to the pick-up point.**

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The Rider Experience



The Rider experience is at the center of everything Circuit does, from making sure that our app is as easy to learn and use to ensuring that our vehicles are in the best operational condition. We take pride in our ability to deliver an exceptional rider experience, given by one of our Driver Ambassadors that is hired directly from the local community they serve. Circuit's services all live within the RideCircuit mobile app, **allowing for seamless use between nearby programs rather than separate applications for each** (an experience that negatively affects riders adoption of a new service). This also means that with Circuit's existing presence in 4 other Broward municipalities - we have a large pool of riders who we can advertise the Pompano service to!

Circuit's Proprietary Pooling Algorithm

At the core of Circuit's platform is a proprietary routing and dispatch engine designed specifically for electric, shared, and zone-based microtransit. Unlike generic tools, our algorithm was purpose-built to support pooled rides, low-speed EVs, EV sedans, and dynamic multi-zone operations. In fact, Circuit pioneered zone-based routing and pricing years before it became industry standard.

Our algorithm continuously analyzes real-time trip demand, vehicle locations, and rider behavior to:

- Optimize driver assignments in 30–45 seconds
- Pool riders efficiently with minimal detours
- Rebalance vehicles across service zones dynamically
- Adjust ETAs in real time based on traffic, cancellations, and ride patterns
- Incorporate fixed-route headways where needed for a hybrid service model

This intelligent system also powers our **dynamic pooling technology**, which groups riders heading in similar directions—reducing vehicle miles traveled (VMT), lowering operational costs, and cutting emissions. When pooling is activated, we've seen a 30%+ increase in ridership with no additional vehicles or service hours. By minimizing empty or underutilized trips, we reduce congestion and maximize impact with every vehicle on the road.

Circuit's optimization model doesn't just look good on paper—it's proven in practice. **We consistently lead the industry in cost per ride (CPR) and passengers per vehicle hour (PPVH), delivering millions of rides with high efficiency and strong customer satisfaction.**

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Fare Capabilities (Optional)

Circuit's fare engine is built for flexibility, allowing for **fully customizable fare policies that can adapt** to changing environments, equity goals, and rider behavior. Our dynamic fares are designed to help cities balance access & revenue optimization—without adding administrative burden. We can enable the city of Pompano Beach to allow riders to for their trips directly using a variety of payment methods, including credit or debit cards, bank accounts, or cash cards for unbanked users.

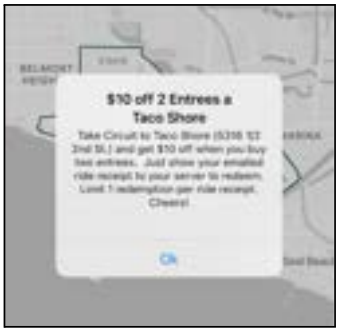
Possible example configurations could include the following:

- **Discounted Fares:** Our Platform can charge different fares for individuals eligible for customer-specific discounts, such as seniors or riders with disabilities. We are also able to offer discounted rates for additional passengers or on a per trip basis, as we currently have deployed in other programs in Broward County.

- **Fares by Origin, Destination or Zone:** Our technology can designate specific locations or entire zones as eligible for reduced fares. This means that the City of Pompano beach could charge a different fare for **trips to/from park & ride locations versus general trips or incentivize trips to the downtown** with cheaper fares - in some locations Circuit has reduced service costs by over $10,000/month using fares

Local business collaborations

We have extensive experience working with business improvement districts and chambers of commerce to help drive meaningful economic growth through our microtransit programs, which is the most important factor in supporting local businesses. We are excited to offer a range of advertising opportunities that can help drive traffic to these local businesses. Through our in-app advertising platform, we can feature local stores and services directly to riders, offering targeted exposure.



Additionally, we can collaborate with businesses to create custom promo codes and promote special deals or events through the app, providing an effective way to reach new customers. This approach not only enhances the value of Circuit's services for local riders but also helps foster strong partnerships with Pompano's business community.

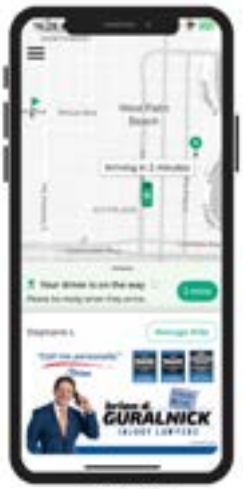
Finally, Circuit also uniquely offers a regular newsletter to our riders within different service areas. This is something that most other providers don't invest in, and it has proven to be extremely effective in our other markets. We would be happy to offer opportunities to advertise directly in our newsletter to local businesses in Pompano

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through this unique and effective medium. We have over 125,000 contacts in the South Florida area who regularly see and receive our newsletter!



Rider Newsletters



In-App Ads

Data and Reporting

City Data Portal



Circuit will provide Pompano's City Management with secure, real-time access to a cloud-based dashboard that is filterable by time period. The dashboard will include—but is not limited to—the following performance metrics required in the RFP:

Highlighted On-Demand Metrics:

- Total Ride Requests & Total Passengers
- Peak Demand Hours
- Average Age of Riders
- Average Wait Time, Average Ride Duration, Average Ride Rating
- Total Number of Completed Trips & Completed Ride Rate
- Trips starting or ending at transit stations and designated park & ride areas
- Seat availability, Trips per hour per vehicle
- Number of Shared Trips (Pooling percentage)
- Average Pickup Walking Distance (if virtual stops enabled)
- Real-Time Vehicle Locations, Missed Trips, Average Ride Assignment Time
- Ride-level metadata including origin/destination addresses, coordinates, timestamps, ID, price, distance, passenger count, and wheelchair accessibility

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These data points directly match and exceed the Report Requirements within the RFP, ensuring that City staff have full visibility into system operations.

Customizable Chart-Builder

To provide full transparency and easy reporting and exports for the city, we also have an aspect of the portal that will allow any staff member logged into the platform to customize their own chart by metric, dates, and time. These can be quickly exported for usage in presentations, reports or for external data analysis.

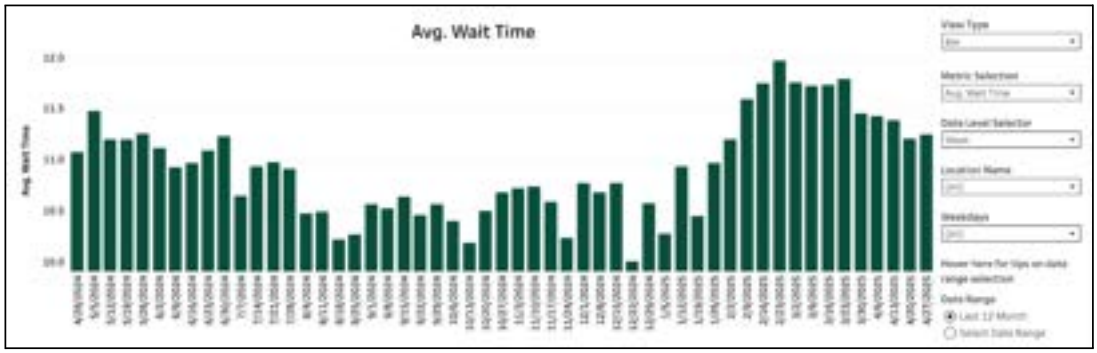


Chart building tool to be made available to Pompano

Monthly Reports and Custom Analysis

In addition to dashboard access, Circuit could deliver at the city's request:

- Monthly reports summarizing performance against KPIs
- Service optimization insights (e.g., stop-level heatmaps, route efficiency metrics)
- Ad-hoc reports upon request to support grant applications, community presentations, or planning initiatives

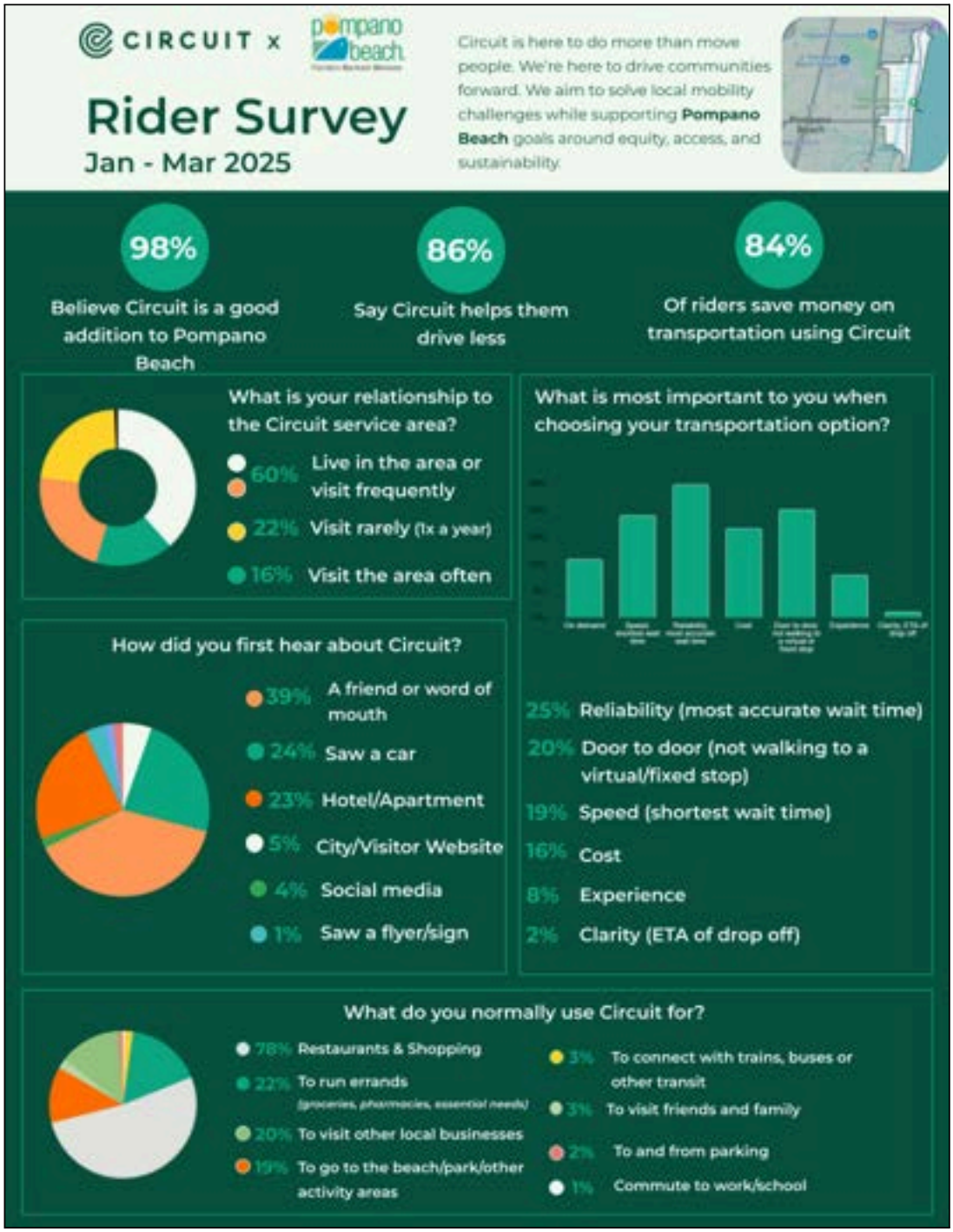
All reports can be customized to support strategic goals such as the City's goal to reduce vehicle miles traveled by single occupancy vehicles.

Surveys and Qualitative Information

In addition to quantitative metrics and KPIs, Circuit's technology supports robust rider survey collection, something we run regularly in all our markets. Combining this with our W2 Employee model creates a powerful **feedback loop with riders**. Ensuring that Circuit is continuously intaking rider feedback, sharing it with the city and utilizing the data to improve our service offering to our customers.

We've provided below the most recent rider survey completed from January - March 2025, where **98% of respondents said that Circuit is a good addition to Pompano Beach!**

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CIRCUIT x pompano beach

Rider Survey

Jan - Mar 2025

Through surveys like this, our mission is to help you understand who we're reaching, how we're supporting the community, and where there's room to grow in partnership.

Survey Takeaways

Circuit is embedded in daily life
38% of riders live within the service area and rely on Circuit for essential trips.

Strong community endorsement
98% of respondents say Circuit is a good addition to their community.

Critical for connectivity and helping congestion
50% use Circuit so that they can leave their car at home, helping free up congestion and parking, and 44% use the service to connect to other transit hubs!

Support for climate and traffic goals
86% say Circuit helps them drive less.

Brand visibility works
Nearly 25% discovered Circuit by seeing a branded vehicle, proving the marketing impact of the fleet.

Opportunities to Improve

Expand geographic reach
Expanding the coverage area could unlock more access.

Support car-free households with consistency
Given the high number of non-car owners, Circuit's reliability is critical. Prioritize system uptime and coverage hours.



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7.5 Staffing and Vehicle Specifications

Driver Ambassador Program



Circuit's Driver Ambassador Program is a cornerstone of our operations—and a key differentiator from other microtransit providers. Unlike services that rely on third-party contractors, Circuit employs all drivers as W-2 staff, enabling greater consistency, accountability, and control over training, performance, and customer experience. This structure allows us to align fully with the City's safety, accessibility, and service quality expectations from day one.

Hiring, Qualifications & Local Knowledge

Circuit hires drivers who reflect the communities we serve. We prioritize candidates with strong customer service backgrounds, local familiarity, and professionalism. All Driver Ambassadors must meet strict qualifications, including a clean driving record, active license for at least three years, and insurance carrier approval. We recruit through platforms like Indeed and through partnerships with local workforce agencies, with preference given to bilingual and ADA-aware candidates where appropriate.

Rigorous Training Program: By Circuit for Circuit

Our training program—designed in-house by Circuit's central operations and risk & safety teams—includes both classroom and hands-on instruction tailored to the Pompano Beach system. All drivers undergo a 3 day in-person training session before ever driving a vehicle, which includes:

- Safe and efficient electric vehicle operation
- ADA compliance, securement of mobility devices, and respectful interaction
- Customer service and real-time issue resolution
- Emergency procedures, hazard recognition, and accident reporting
- Circuit's tech platform for routing, communication, and vehicle checks



This program is delivered locally by certified managers and supervisors, with support from our national operations team. All new hires complete ride-alongs and receive on-the-job coaching to reinforce classroom instruction.

Training doesn't stop at onboarding. Circuit conducts monthly ride-alongs, quarterly performance reviews, and ongoing refresher sessions for all Driver

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Ambassadors. These check-ins are an opportunity for evaluation, coaching, and dialogue—drivers are encouraged to share their feedback on improving the service, as members of the community they serve.

Safety Standards & ADA Proficiency



Circuit holds safety as a paramount aspect of all our services, and has built a robust internal monitoring system and training program that all driver ambassadors undergo as a part of their training. All drivers watch the Smith System defensive driving video and associated interactive training alongside regular ridealongs.

In addition to the training of our drivers, we also have a monthly accident avoidance committee where we review any past accidents and bring forward preventative measures, ensuring that the safety program isn't stagnant, but constantly innovating. Circuit has delivered a 96/100 national Samsara Safety Score—demonstrating our commitment to operational excellence.

In addition to safety, Circuit's ADA training modules ensure drivers are equipped to assist all passengers, including those using wheelchairs, walkers, or other mobility devices. Our consistent national track record with transit authorities and public safety partners reflects our commitment to compliance, rider dignity, and safety.

These hiring, training, and safety systems are designed to ensure that every Pompano Beach passenger receives a safe, accessible, and welcoming experience—while building a team of trusted ambassadors that Pompano Beach residents recognize and rely on.

Customer Service Philosophy



At Circuit, customer experience is a core operational principle—not just a support function. Our service model is designed around rider satisfaction, trust, and access. Every member of our team, from Driver Ambassadors to Partnership Managers, plays a hands-on role in delivering an experience that is safe, friendly, and easy to use.

Circuit hires locally to build teams that reflect the communities they serve. We prioritize candidates with strong interpersonal skills and local knowledge, training them not just to drive—but to act as trusted ambassadors for the City. Every Driver Ambassador is trained in customer service, ADA accommodations, and real-time communication. Our local supervisors are available during all service hours to respond to service questions, escalations, and operational adjustments on the spot.

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Accessible, Multilingual Rider Support

The Circuit mobile app will be available in both English & Spanish, with multilingual drivers deployed where needed. For riders who require assistance or do not use smartphones, our team can provide help in downloading the app, accessing ride instructions, or calling a local hotline that will be expanded. Our operations staff are trained in ADA service delivery, including use of mobility equipment, respectful communication, and securing assistive devices. Our policies emphasize equivalent service for all riders, including those with disabilities, limited digital access, or language needs.

Partnership-Driven Community Feedback Loops



Circuit's model of service delivery includes a dedicated Partnership Manager embedded in each market. For Pompano Beach, Alana Wortsman will continue to serve in this role throughout the term of the contract. Alana acts as a liaison between Circuit and City staff, community organizations, and residents—ensuring that feedback is collected, analyzed, and integrated into continuous service improvement. Key responsibilities include:

- Hosting monthly reporting and check-in meetings with City staff
- Delivering customized data reports with usage trends, demographics, and system KPIs
- Attending community events and outreach programs as a Circuit representative
- Facilitating feedback sessions with community groups, businesses, and stakeholders

This structure ensures that the City doesn't just have access to performance data—it has a direct line to the people behind the service, available to resolve issues, answer questions, and shape the rider experience in real time.

Fleet and Maintenance Plan

Circuit guarantees a safe, reliable, and pristine fleet of all-electric vehicles for the Pompano Beach Microtransit service. Our approach to fleet management is built on a decade of EV-specific operational experience and combines proactive, technology-driven maintenance with a commitment to providing a superior rider experience.

We agree to provide 3 GEM e6 Vehicles alongside 1 ADA GEM e6 with a wheelchair ramp. As one of the largest operators of GEMs in the United States and the world, we are uniquely prepared to ensure high uptime and reliable service delivery

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A Proactive, Technology-Driven Maintenance Program

Our vehicle maintenance program is designed to maximize uptime and ensure vehicle safety and longevity. This is achieved through the integration of two advanced software platforms:



- **Fleetio for Preventative Maintenance:** We use Fleetio's management software for real-time monitoring of vehicle health, including mileage and battery status. The system automates the scheduling of all routine and preventative maintenance based on manufacturer recommendations and actual vehicle usage, ensuring adherence to all required service intervals. All inspection findings and service activities are logged, creating a detailed maintenance history for each vehicle.

- **Samsara for Safety Monitoring:** All vehicles are equipped with Samsara's AI-powered camera system. This allows our management team to monitor driver behavior and review any on-road incidents, helping us identify any vehicle issues that may arise from operational use and proactively address them.

Multi-Level Inspection and Servicing Schedule

Our preventative maintenance schedule is a meticulous, multi-layered process that includes:

- **Daily Pre- and Post-Trip Inspections:** Before and after every shift, Driver Ambassadors conduct and log a thorough inspection of their vehicle, covering critical safety components and cleanliness.
- **Weekly In-Depth Inspections:** Our local maintenance team conducts weekly checks on all critical systems, including brakes, steering, and suspension.
- **Regular Servicing:** Vehicles undergo comprehensive servicing every 4,000-5,000 miles in accordance with manufacturer specifications.
- **Appearance and Cleanliness:** To ensure a positive rider experience, vehicles are cleaned daily. We conduct weekly deep cleanings and perform regular audits to maintain the highest standards of vehicle appearance.

Additional Fleet Acquisition and Expansion

Circuit leverages our robust vehicle acquisition and leasing channels across the United States to guarantee quick turnaround for a fleet that is tailored specifically to the needs of Pompano Beach. We have relationships with industry leading EV OEM Partners such as WAEV, KIA, Tesla, Ford, & Toyota; this includes strong existing relationships with local dealerships and external service providers within Broward County. Our close relationships

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with our partners allow us to add additional vehicles quickly at competitive rates, and enable us to support a variety of fleet configurations as the service needs evolve in the future. This comprehensive approach ensures that the Pompano Microtransit service is supported by a fleet that is consistently safe, reliable, and professional in its presentation.

Recommended Vehicle Type

GEM e6



Seating Capacity and Specs

- 78 mi per charge
- Seating for 5 passengers or 3 passengers with 1 wheelchair position
- Length 173 inches. Width 55.5 inches. Height 73 inches.

Safety and Comfort

Safety:

- Street-legal on roads up to 35 mph
- Three-point seat belts, street tires, enclosed cabs and an automotive glass windshield that offers protection from the elements.
- Regenerative braking, hill control, back-up warning signals and a back-up camera
- Safety features that are approved by the US Department of Transportation.
- Promotes Vision Zero Safety with low speed promoting safety for pedestrians & cyclists

Comfort:

- Adjustable bucket seats with back and side bolster support
- Each passenger has their own door and window.
- Seat a 6'8" passenger comfortably in the spacious cab with 43" of available legroom.
- Durable, non-slip flooring.
- GEM's door seal design and weather resistant seats for a weather-tight cab.

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7.6 Cost Proposal

Circuit proposes a fully-burdened hourly rate by service hours, consistent with our existing contract with the City. This rate guarantees the City pays only for services rendered.

Throughout the United States, we enter into select partnerships in our focus areas to ensure we are able to dedicate the time and resources it takes to fully commit to each and every City we operate within. We believe that commitment comes with **a fiduciary responsibility to be the best stewards of a return on the investment that the city is placing in their transit system** and ensure success. Combining our phased approach with a fully-burdened hourly rate sets everyone up for the success in moving the most people for the defined cost and continuing to deliver the city of Pomano Beach an industry-leading cost per rider like we have proven over the last 4 years.

Creating Value and Clarity

Circuit offers **unbeatable value** through tech-enabled operations and strategic resource allocation. Furthermore, Circuit's unique position as the provider with existing stakeholder relationships and connections in the city can be leveraged for additional funding and services for the Pompano Beach program. We have a history of securing grants and surtax funding in our national operations, particularly in Florida, to further enhance the program's success.

Fully Turnkey

Circuit will provide the City of Pompano Beach with a fully turnkey transit service. Our provided rates are fully inclusive of all costs incurred for the proposed services including: vehicles, maintenance, technology, insurance, charging costs & all capabilities outlined within this RFP response. Driver Ambassadors will all be W2 Employees of Circuit, fully background checked and trained to Circuit's high degree of professionalism, customer service, safe driving & operation of EV vehicles. Other vendors may look to outsource elements of their operation to independent contractors, but Circuit is fully committed to retaining and continuing to hire Pompano Beach residents for this service.

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Fee Structure

Rates	Amount	Notes
GEM Rate per Service Hour	$38.45	Cost before any advertising revenue or discounts, based on 821 monthly service hours.
Monthly Service Hours	821	Total aggregate hours of all drivers, measured from when a driver starts their shift to when the driver ends their shift, subtracting any unpaid hours.
Estimated Annual Advertising Revenue to City (Already Contracted)	($42,500)	Contracted revenue based on our current advertising agreements through 1/3/27. This assumes only 2 cars continue to be available for advertising.
Annual Parking costs paid back to City	($9,600)	Budgeted Costs that will be paid back to the city for parking.
Estimated Annual Cost to Pompano Beach	**$326,709**	Annual Total after estimated cost reductions.
Implied Rate per Service Hour	$33.16	Rate based on 821 monthly service hours of operations after estimated advertising & parking cost reduction.
Implied Rate per Hour of Operation	$27.55	Rate based on 988 monthly hours of operation after estimated advertising & parking cost reduction.
Implied Cost Per Rider	$2.75	Based on July 2025 Passenger Count.

Costs to the City of Pompano Beach

Due to reductions for parking & charging being provided by the city and already contracted advertising revenue for the vehicles through 2027, Circuit is able to deliver lower costs to the City of Pompano Beach for the same quality level of service. We have provided a breakdown of the implied hourly rate both by service hours and as hour of operation for comparisons.

We believe that utilizing rates per service hour is the most transparent for the city because it reflects paying only for service that they receive, not just for the service being open for operation.

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7.7 Proposed Marketing and Sales Plan

Circuit has over a decade of experience successfully marketing microtransit services and growing ridership for our partners. As the **incumbent operator** since **2021**, Circuit has transformed Pompano Beach's microtransit service into a **high-visibility, high-ridership mobility option**—averaging nearly **10,000 riders per month**, maintaining a **4.9/5 rider satisfaction score**, and building trusted relationships with local businesses and community partners.

Our plan for this next contract term builds on this success, aligning with the City's goals for **congestion relief, sustainability, economic vitality, and equitable access**, while strengthening **park-and-ride connections** and expanding a **City-approved advertising program** that generates shared revenue. Our marketing team will also ensure that Pompano Beach Residents with the highest barriers to entry - senior citizens, riders with disabilities and non-English speakers - continue to be educated about the program available to them.

Vehicle Branding

From our national polling in 2024, our riders let us know that the number one way they learned about Circuit service was by seeing a car. That's why Pompano Beach's vehicles will prominently feature highly visible default branding designed specifically for the City. This consistent branding will remain clearly visible even when advertising wraps are applied, ensuring strong brand recognition and visibility throughout the downtown area.



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Marketing the Program

Circuit will continue to position the service as a **fast, free, electric alternative** to driving and parking in congested corridors, with messaging tailored to each audience:

- **Residents** – "Skip the parking hunt—ride electric, free, and fast."
- **Workers/Commuters** – "Easy first/last-mile from **park-and-ride** to job centers and downtown."
- **Visitors/Tourists** – "Ride, don't park—direct to the beach, dining, and attractions."
- **Equity & Accessibility Riders** – "ADA/WAV available; call-in booking and multilingual support."



Multi-Channel Approach

Physical & On-Street

- Eye-catching **vehicle wraps** and interior placards for brand consistency.
- Wayfinding signage at **hotels, beach access points, Isle Casino, municipal garages, and park-and-ride lots** (e.g., Sample Road Tri-Rail station).
- Printed materials with QR codes for app downloads placed in visitor centers, retail shops, and restaurants.

Events and Local Press

- Host a major re-launch event with a ribbon cutting and local press invited to celebrate the occasion and drive support.
- Conduct interviews with local news channels and facilitate press releases.
- Provide transportation for and coordinate advertising with local events like Seafood Festival, Caribbean Fest, Jazz Fest and more!





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Digital & Mobile



- Geo-targeted paid ads (Facebook, Instagram, Google Display, Waze) with seasonal creative.
- App Store Optimization and in-app push notifications for updates and promotions.
- Promo codes and referral programs to accelerate first-ride adoption and measure campaign ROI.

Community Integration

- Partnerships with **hotels, restaurants, Harrah's Casino, Houston's, Beach House, Lucky Fish, CRA merchants**, and the tourism board.
- Seasonal "Ride & Save" merchant offers.
- Cross-promotion with regional transit like Tri-Rail.
- Street teams and hospitality kits to support events and visitor traffic.



Park-and-Ride Focus

- Highlight park-and-ride stops in the app and in wayfinding signage.
- "**Park, then Ride**" campaigns during peak weekends and signature events like the Seafood Festival and Holiday Boat Parade.
- Commuter outreach through employer networks and City channels.
- Monthly reporting on park-and-ride trip origins to inform future signage and campaigns.

Campaign Cadence

- **Awareness (Always-On)** – wraps, signage, organic social, newcomer education.
- **Activation (Seasonal/Event Pulses)** – park-and-ride promotions, paid media, street teams during events.
- **Retention & Loyalty (Monthly)** – referral bonuses, ride streak challenges, and merchant perks.

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Advertising & Partnership with Local Businesses

In addition to marketing the service, Circuit will operate a **City-approved vehicle advertising program** that generates revenue for the City while supporting local businesses.

Capabilities & Experience

Circuit has a successful history of planning, selling, and executing advertising campaigns for a variety of local and national advertisers with our markets. Circuit partnerships include top advertising agencies such as WPP, Publicis and Omnicom as well as multinational brands including Dunkin' Donuts, Coca Cola, Diageo and more. The brand has a clean track record and is recognized as a reputable transportation company as well as a dependable media vendor. Advertising options have included exterior vehicle wraps, interior digital displays, email/social campaigns, in-app advertising and product sampling.

Circuit's in-house ad-sales team has 45+ years of combined experience designing, planning, selling and executing transit media campaigns. This advertising program can also help to promote local businesses throughout Pompano Beach and has already been doing so since 2021 with multiple years of advertising revenue from the local casino and other partners.



Local Advertising on Circuit vehicles in various markets.

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Existing Advertising Contract

Circuit has already secured a contract through January 2027 with a local media agency to manage rotating advertisements from Pompano Beach businesses on our vehicles. This program:

- Keeps the advertising inventory **filled year-round** with locally relevant, high-quality creative.
- Provides **exposure for small and mid-sized businesses** that may not have the resources for large campaigns.
- Enhances the **visual connection between the service and the community**, reinforcing that the microtransit program is woven into local life.
- Has already established **sales and production workflows**, enabling a seamless continuation and expansion under the new contract term.

Additional Advertising Inventory & Approach

- Full and partial vehicle wraps on additional vehicles (if allowed).
- Door and quarter-panel placements.
- Interior seatback cards and posters.
  In-app ad placements.

Sales & Target Advertisers

- Outreach to restaurants, casino, hotels, attractions, and retail—building on the existing local advertiser base established through the current media agency relationship.
- Rate card structured for both small businesses and regional advertisers.
- Ability to bundle ad placement with promotional campaigns (e.g., “Ride & Save”).

Governance & Revenue Share

- All advertisers and creative content approved by the City.
- The city will receive a copy of each executed advertising contract.
- Circuit proposes a 50/50 **revenue split**

By combining a **proven marketing strategy** with an **already-operational advertising program** and a contract in place through January 2027, Circuit ensures that Pompano Beach’s microtransit service will not only grow ridership and strengthen park-and-ride integration, but also generate a steady, locally-driven revenue stream for the City.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

7.8 Local Business Program

Circuit is proud to be headquartered in Broward County, Florida with a local office in Pompano Beach.

We fulfill all requirements of a Tier 1 Vendor, with the exception of a business tax receipt (we have filed for a new one with the city but historically have utilized our Broward County BTR):

- We maintain a place of business at 270 N Pompano Beach Blvd. Pompano Beach, FL 33062 and this is where we distribute our services to Pompano Beach.
- The staffing levels at this location are 67% Pompano Beach Residents and 100% Broward County Residents.

We have provided our Broward County Business Tax Receipt as well as our SunBiz Directory for proof of our qualification as a Local Business. We would request to be recognized as a Tier 1 Vendor and are actively procuring a new Pompano Beach Business Tax Receipt. **By selecting Circuit, you will be getting 100% of your services from a Local Vendor.**

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Business Tax Receipt

Broward County 2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Receipt #: 326-325822
Business Name: CIRCUIT TRANSIT INC
Business Type: COURIER/TRANSPORT/DLVRY/TOWING (TRANSPORTATION)

Owner Name: JASON BAGLEY
Business Location: 501 E LAS OLAS BLVD FT LAUDERDALE
Business Phone: 646-504-3733

Business Opened: 05/01/2022
State/County/Cert/Reg: 2023-LL
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		24		

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee 150.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

Mailing Address:

CIRCUIT TRANSIT INC
501 E LAS OLAS BLVD
FORT LAUDERDALE, FL
33301-2881

Receipt BWW-23-00264428
Paid 07/03/2024 150.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

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Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		24		

Signature

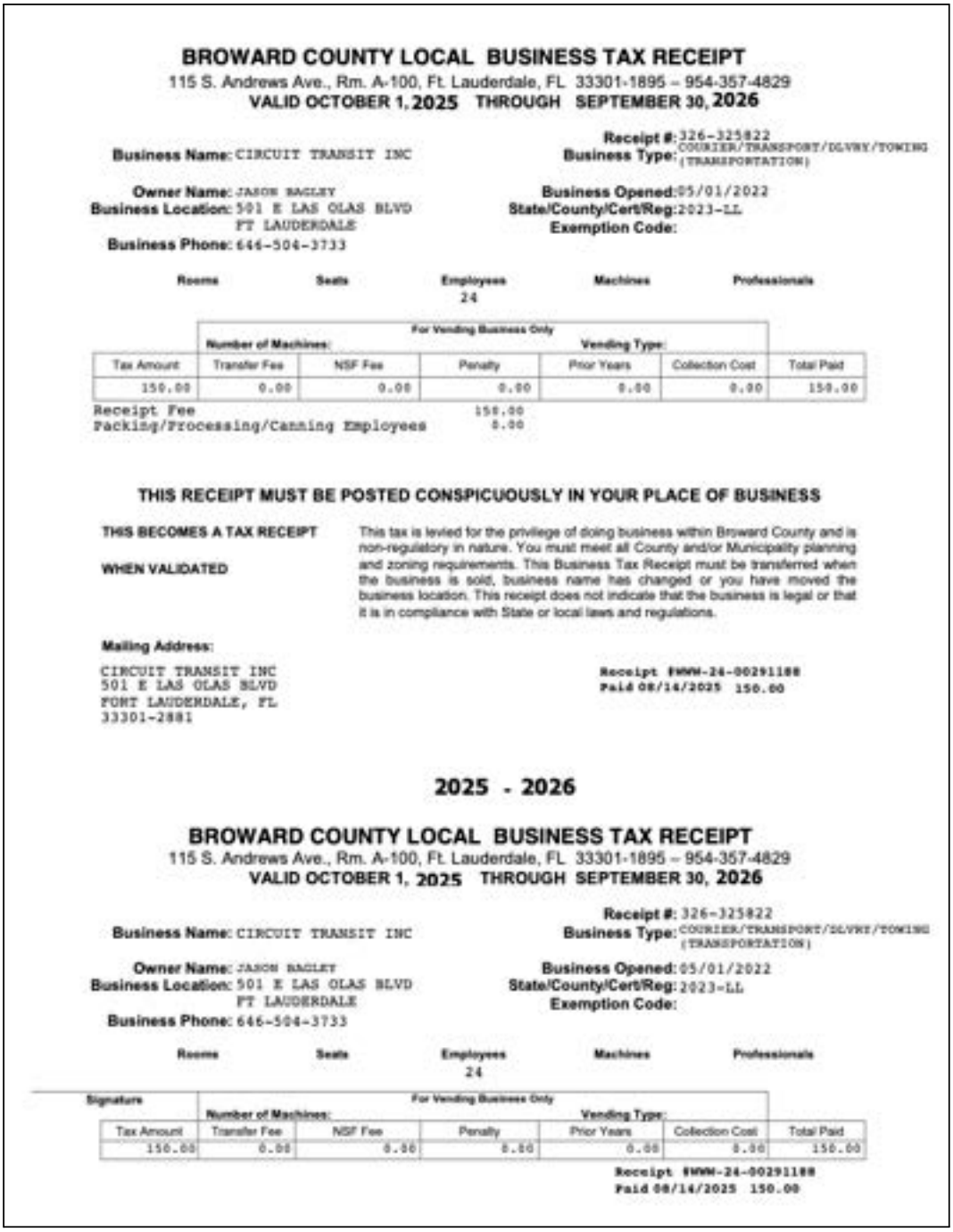
For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt BWW-23-00264428
Paid 07/03/2024 150.00

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Broward County 2024 - 2025



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: CIRCUIT TRANSIT INC
Receipt #: 326-325822
Business Type: COURIER/TRANSPORT/DLVRY/TOWING (TRANSPORTATION)

Owner Name: JASON BAGLEY
Business Location: 501 E LAS OLAS BLVD FT LAUDERDALE
Business Phone: 646-504-3733
Business Opened: 05/01/2022
State/County/Cert/Reg: 2023-LL
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		24		

For Vending Business Only — Number of Machines: — Vending Type:

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Receipt Fee 150.00
Packing/Processing/Canning Employees 0.00

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Mailing Address:

CIRCUIT TRANSIT INC
501 E LAS OLAS BLVD
FORT LAUDERDALE, FL
33301-2881

Receipt BWW-24-00291188
Paid 08/14/2025 150.00

2025 - 2026

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: CIRCUIT TRANSIT INC
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State/County/Cert/Reg: 2023-LL
Exemption Code:

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		24		

Signature

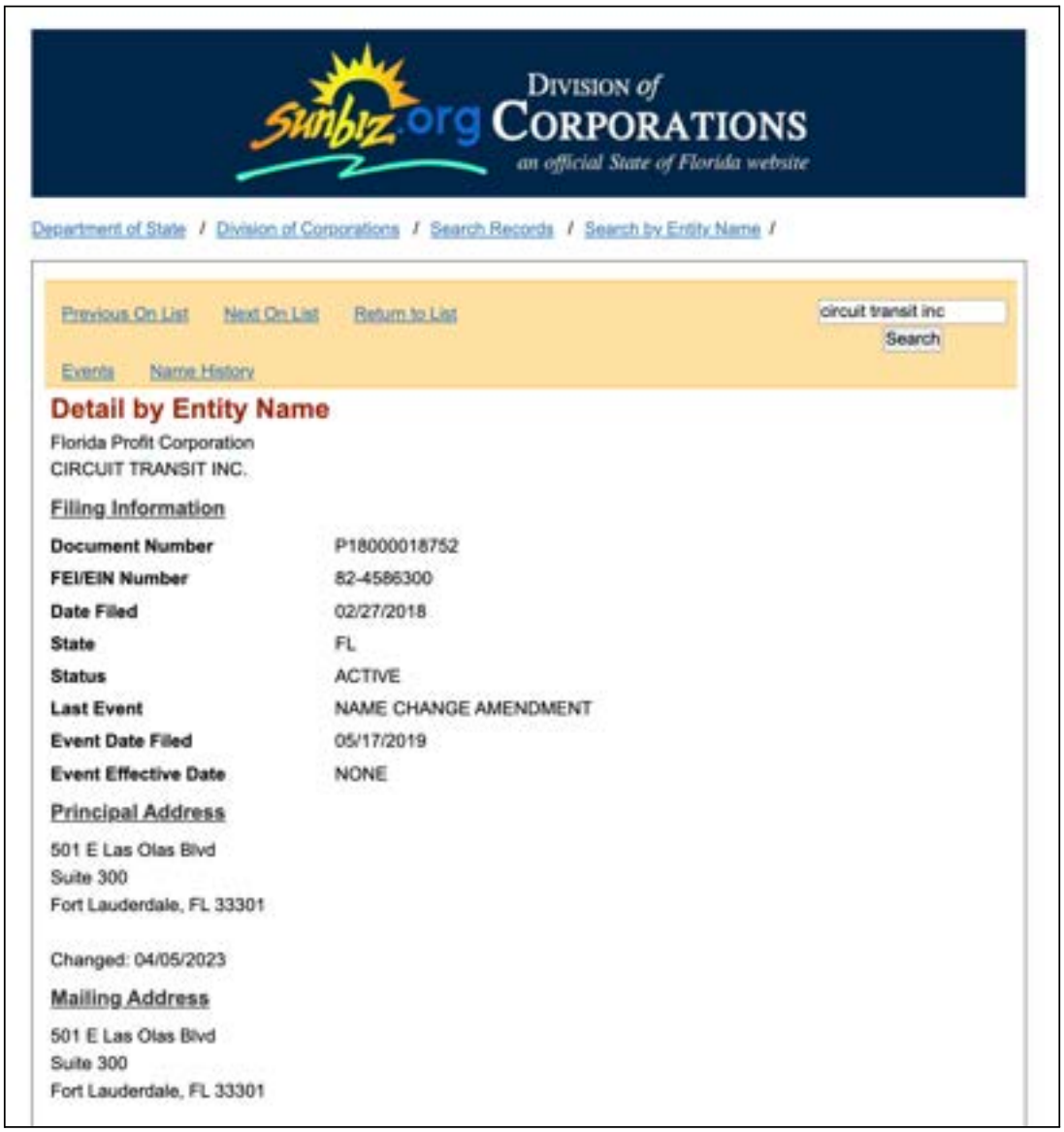
For Vending Business Only — Number of Machines: — Vending Type:

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Receipt BWW-24-00291188
Paid 08/14/2025 150.00

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

SunBiz Listing



Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List | Next On List | Return to List | circuit transit inc | Search

Events | Name History

Detail by Entity Name

Florida Profit Corporation
CIRCUIT TRANSIT INC.

Filing Information

Document Number	P18000018752
FEI/EIN Number	82-4586300
Date Filed	02/27/2018
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/17/2019
Event Effective Date	NONE

Principal Address

501 E Las Olas Blvd
Suite 300
Fort Lauderdale, FL 33301

Changed: 04/05/2023

Mailing Address

501 E Las Olas Blvd
Suite 300
Fort Lauderdale, FL 33301

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Appendix

Resumes

JASON BAGLEY

jason@ridecircuit.com | 305-494-1612

SUMMARY

Jason is a Partner at Circuit. He founded Eco Cab in 2008, launching an electric shuttle service in South Florida in 2011 and Southern California in 2013. After working together with Circuit on a smaller scale and realizing the benefit of officially partnering, Jason joined Circuit in 2014. Before Eco Cab, Jason worked for AmeriPark, a National Full Service Parking Company now under the Reef Technology umbrella. Jason founded a Parking Company in South Florida that was absorbed by AmeriPark, and Jason became the South Florida Regional Vice President where he grew the company portfolio from 2 locations to over 25 locations with 300+ employees including launching the first Simon Property Group locations that AmeriPark was contracted to manage as part of a National agreement.

He has worked with various municipalities, business organizations and private developers in determining, planning and executing for specific transit needs. Jason oversees the Southeast Region along with assisting with National Operations and Business Development.

PROFESSIONAL EXPERIENCE

Circuit Transit 2014 - present
Partner

Eco Cab, LLC 2008 - 2014
Founder

AmeriPark 2002 - 2010
Regional VP, South Florida

Parking Services of America 2000 - 2002
Founder

EDUCATION

Florida Atlantic University B.S. Communications 1993 - 1997
Boca Raton, FL

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ALANA WORTSMAN

alana.wortsman@ridecircuit.com | 516.456.3508

SUMMARY

Alana brings 13 years of experience in the nonprofit sector, helping to create more sustainable communities. At Circuit, she now helps manage the public-private partnerships in South Florida. Alana works with current service cities on community engagement, events, public affairs, grant opportunities, and marketing materials. Alana was born and raised on Long Island, NY and has a Communications degree from SUNY Oneonta. Alana now resides in Fort Lauderdale, FL as her place to call home.

PROFESSIONAL EXPERIENCE

Circuit Transit *Fort Lauderdale, FL* 2022 - present
Public Partnerships Manager

Jack and Jill Center 2018-2022
Business Development Manager *Fort Lauderdale, FL*

Feeding South Florida *Pembroke Park, FL* 2016-2018
Community Engagement Manager

American Cancer Society *Key West, FL* 2015- 2016
Community Manager, Relay for Life

EDUCATION

SUNY Oneonta B.S. Communications 2010-2012
New York, NY

Nassau Community College General Studies 2007-2009
New York, NY

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CAMILLE SANTIAGO

camille.santiago@ridecircuit.com | 561-339-6115

SUMMARY

Camille is the People Operations Manager of South Florida for Circuit. She has overseen successful hiring and training of driver ambassadors in Pompano Beach and other Broward County operations. in Hollywood FL and supports regional operations in Florida. She has been crucial in adapting operations in Florida and maintaining high levels of rider and driver safety.

PROFESSIONAL EXPERIENCE

Circuit Transit *Hollywood, FL* May 2019 - present
People Operations Manager - South Florida

Lyft *Miami, FL* 2018 - 2019
Community Associate

Airbnb *Florida* 2016 - 2017
Community Organizer

Lush *Florida* 2011 - 2014
Keyholder

EDUCATION

Florida Atlantic University 2013 - 2015
B.S. English Language & Literature
Boca Raton, FL

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RAUL F. TORO

raul.toro@ridecircuit.com | (470) 743-5448

SUMMARY

Highly efficient Operations Manager and Military Veteran with 13 years of proven experience in the United States U.S. Army. Accomplished measurable results while leading teams of up to 50 employees in a dynamic, fast-paced environment. A Spanish-speaking leader with a comprehensive operations, projects, and program management background from conducting domestic and global operations in nine countries. Managed risk upon multiple lines to protect assets, property, and equipment valued over $ 8 million while meeting the expectations of senior leadership. Possess extensive knowledge in optimizing operations—career supported by a Business Administration and Marketing Management Degree.

PROFESSIONAL EXPERIENCE

Circuit Transit *Fort Lauderdale, FL* June 2023 - present
Area Operations Manager (SoFlo)

Spin *GA/SC/Spain* Feb 2021 - May 2023
Operations Manager

Reby *Barcelona,Spain* Sept 2019 - Jan 2021
Deputy Operations Manager

U.S. Army *Various Location* Pgr. Aug 2003 - Sept 2016
Manager/Recruiter

EDUCATION

ESIC Business & Marketing School, 2019 - 2020
MS - Sports Marketing Management

Southern New Hampshire University 2017 - 2019
BA - Business Administration

AWARDS

- Army Commendation Medal (Five); Army Good Conduct Medal (Three)
- Humanitarian Service Medal; Recruiter Badge

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Bob McClure

bob@ridecircuit.com | 954-260-3010

SUMMARY

Bob is currently a Local Supervisor overseeing day to day operations of Circuit's Broward locations. Bob has been with Circuit since 2015 where he started as a driver in Fort Lauderdale. His positive attitude, attention to detail and effective leadership has paved the way for several promotions over the years. Bob has used his experience in recruiting to successfully build and retain teams which has produced several supervisors and future location managers to keep up with company growth opportunities.

PROFESSIONAL EXPERIENCE

Circuit Transit *South Florida* Jan 2021 - present
Operations Manager - South Florida

Circuit Transit *Fort Lauderdale, FL* Jan 2015 - Jan 2021
Driver Ambassador

Smart Docs Direct *Miami, FL* Aug 2022 - present
Owner

EDUCATION

Florida State University 1996 - 1998
Tallahassee, FL

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Additional Vehicle Options and Fees

Volkswagen ID.Buzz



Damera eJest MiniBus



Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Fee Structures for additional vehicles

The below table represents base-line costs for additional vehicle types at the current service level within this RFP which is 76 weekly service hours. These prices ***are before any discounts*** like advertising or fare revenue, or discounts for the city providing parking & vehicle charging.

Vehicle Type	All-In Hourly Rate*	Fixed Monthly Cost	Variable Costs per Service Hour
	Primary Pricing Model	Alternative Pricing Model Fixed + Variable Hourly Service Costs	
EV Sedan	$48.10	$5,868	+ $26.67/hour
EV SUV	$51.97	$6,928	+ $26.67/hour
EV Van	$55.62	$7,928	+ $26.67/hour
Damera eJest	$109.07	$19,127	+ $39.22/hour

* All-In Hourly Rate is based on 76 weekly service hours. If service hours change, fees will adjust using the alternative pricing model which includes a fixed monthly fee for the costs of the vehicle and variable costs based on the service hours.

Both pricing models include the costs of vehicles, drivers, maintenance, insurance, electricity, storage and all other costs associated with the operation of microtransit services, excluding production of vehicle wraps.

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EXHIBIT “D”

RESOLUTION NO. 2020- 229

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, ACCEPTING A GRANT IN THE AMOUNT OF $833,000.00 FOR ASSISTANCE IN FUNDING THE OPERATION OF A COMMUNITY TRANSIT CIRCULAR SERVICE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach has been awarded a Grant from the State of Florida Department, Department of Transportation, for assistance in funding the operation of a community transit circular service; and

WHEREAS, it is the desire of the City of Pompano Beach, Florida, to formally accept the Grant; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and the State of Florida, Department of Transportation, accepting a grant in the amount of $833,000.00 for assistance in funding the operation of a community transit circular service, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of July, 2020.

DocuSigned by:
Rex Hardin
5020B78CEB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
775D4290316A490...

ASCELETA HAMMOND, CITY CLERK

MEB/jrm
7/22/2020
l:reso/2020-261

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 02/20

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088774
446659-1-84-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55042010429
Contract Number:	G1P49	Federal Award Date:		Vendor Number:	F596000411002
CFDA Number:	N/A	Agency DUNS Number:			
CFDA Title:	N/A				
CSFA Number:	55.012				
CSFA Title:	Public Transit Service Development Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 8/27/2020 | 2:05 PM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and the City of Pompano Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in funding for three years of operating a community transit circulator service, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 02/20

__ *Additional Exhibit(s):

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

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

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

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

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

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

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

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

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

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

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

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

9. **Project Cost:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 02/20

a. The estimated total cost of the Project is $1,666,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $833,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

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

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

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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

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

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. X If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. X Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

    g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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

12. Contracts of the Agency:

a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

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

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

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

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

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

Federal Funded:

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

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

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial

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

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

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

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY the City of Pompano Beach

By: -See City Signature Page Attached-

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Steven C. Braun, P.E. 86FB79A8F1EF4EE...

Name: Steven C. Braun, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by: Jeb Niewood 19D3932D432744B...

"CITY":

Attest:

DocuSigned by:
Asceleta Hammond
775D4290316A490...

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

DocuSigned by:
Mark Berman
B4DD5E1CDA804A1...

MARK E. BERMAN
CITY ATTORNEY

CITY OF POMPANO BEACH

By: DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

By: DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...

GREGORY P. HARRISON, CITY MANAGER

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): funding for three years of operating a community transit circulator service

B. Project Location (limits, city, county, map): City of Pompano Beach/Pompano Beach, FL/Broward

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): See attached grant application. The City's objective in developing its new transit program is to improve and expand transit services and ultimately relieve congestion on a major roadways.

The City is also proposing to implement an on-demand service to residents and visitors, whereby services could be demanded for pick-up directly from a residence for transport to and from area restaurants and other amenities.

"Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): public transit service

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): candy, alcohol, decorations, greeting-cards, lobbying, personal cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC DEVELOPMENT
OGC 02/20

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446659-1-84-01	DPTO	088774	2021	751000	55.012	Public Transit Service Development	$833,000
	LF						$833,000
		Total Financial Assistance					$1,666,000

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$833,000	$833,000	$0	$1,666,000
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$833,000***	***$833,000***	***$0***	***$1,666,000***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
_X_ Quarterly
___ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jayne A. Pietrowski
Department Grant Manager Name

DocuSigned by:
Jayne Pietrowski
0E14695055194BD...
Signature

8/26/2020 | 10:51 AM EDT
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC DEVELOPMENT
OGC 02/20

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Service Development)

1. Conformance with Enabling Legislation. This Agreement is in conformance with Section 341.051, F.S.

2. Bus Transit System. In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.

3. Transit Vehicle Inventory Management. The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

4. Progress Reports. The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.

5. Project Goals and Service Data. The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.

6. Submittal of Proposed Timeline. The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.

7. Final Report. At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:

a) An evaluation of the attainment of the goals and objectives.

b) The reasons any of the goals were not met.

c) The benefit accrued by the Agency.

d) A statement of the Agency's intent to continue with the service demonstrated.

-- ***End of Exhibit E*** --

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC DEVELOPMENT
OGC 02/20

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** $833,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 CN143116387--GAUWC-25-26	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Circuit Transit Inc. Corporate Office 501 East Las Olas Blvd. Fort Lauderdale, FL 33301	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Pacific Insurance Company Ltd. — 10046 **INSURER B :** Lloyd's Of London — 85202 **INSURER C :** Hartford Fire Insurance Company — 19682 **INSURER D :** Insurance Company Of The West — 27847 **INSURER E :** Certain Underwriters at Lloyd's MRS 457 — **INSURER F :** Trisura Specialty Insurance Company — 16188

COVERAGES **CERTIFICATE NUMBER:** LOS-002745307-10 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			57 YR3 OH8457	06/11/2025	06/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 50,000 5,000 1,000,000 2,000,000 2,000,000
A C C F	**AUTOMOBILE LIABILITY** ANY AUTO X OWNED AUTOS ONLY — SCHEDULED AUTOS X HIRED AUTOS ONLY — X NON-OWNED AUTOS ONLY			57 YR2 OH8391 57 YR2 OH8393 (NY) 57 YQ3 OH8392 (MA) AESIR-265-AEFF-CTI-02-2025 (Excess)	06/11/2025 06/11/2025 06/11/2025 06/11/2025	06/11/2026 06/11/2026 06/11/2026 06/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Excess Auto (XS $1M)	$ $ $ $ $	1,000,000 4,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			B0509BOWCN2551370 Excess of General Liability Only	06/11/2025	06/11/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WVE 5046725 06	03/01/2025	03/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	 1,000,000 1,000,000 1,000,000
E	Cyber			01MRCT0000356-01	06/11/2025	06/11/2026	Limit, Ded: $25,000		3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

APPROVED C. Lawrence
By LawCin at 12:49 pm, Dec 02, 2025

CERTIFICATE HOLDER

City of Pompano Beach
100 W Atlantic Blvd.
Pompano Beach, FL 33060

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

Marsh Risk & Insurance Services

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#5

ORDINANCE NO. 2025-32

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, ACCEPTING A GRANT IN THE AMOUNT OF $195,000.00 FOR ASSISTANCE IN FUNDING THE OPERATION OF A COMMUNITY TRANSIT CIRCULAR SERVICE, AND CONFIRMING THE CITY'S MATCHING CONTRIBUTION IN AN AMOUNT OF $195,000.00; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach has been awarded a Grant from the State of Florida Department, Department of Transportation, for assistance in funding the operation of a community transit circular service; and

WHEREAS, it is the desire of the City of Pompano Beach, Florida, to formally accept the Grant; and

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

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

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

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

SECTION 1. That a Grant Agreement between the City of Pompano Beach and State of Florida, Department of Transportation, accepting a grant in the amount of $195,000.00 for the operation of a community transit circular service, and confirming the City's matching contribution of $195,000.00, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the City Manager or his designee shall be the official liaison agent and is authorized to accept the funds and execute all further documents for the purpose of administering the program for the City of Pompano Beach.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 11th day of March, 2025.

PASSED SECOND READING this 25th day of March, 2025.

REX HARDIN, MAYOR

ATTEST:

KERVIN ALFRED, CITY CLERK

MEB/mcm
2/19/25
L:ord/2025-117

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/24

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DTPO	FLAIR Category:	088774
454043-1-84-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award		Org. Code:	55042010429
		Identification Number (FAIN) – Transit only:		Vendor Number:	F596000411002
Contract Number:		Federal Award Date:			
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.012				
CSFA Title:	Public Transit Service Development Program				

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

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in funding for three years to support the expansion of the community transit circular, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   X Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through January 31, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

9. Project Cost:

a. The estimated total cost of the Project is $390,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $195,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

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

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project**

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Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

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

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

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severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state fo distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole

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proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

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a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/24

AGENCY City of Pompano Beach

By: See City Signature Page

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: John P. Krane, P.E.,

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Francine Steelman

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"CITY":

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest: _____ Date: Mar. 25, 2025
KERVIN ALFRED
CITY CLERK

(SEAL)

Approved As To Form: _____
MARK E. BERMAN
CITY ATTORNEY

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): City of Pompano will use funds for the expansion of the community transit circulator service.

B. Project Location (limits, city, county, map): City of Pompano Beach/Pompano Beach, FL/Broward

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): public transit service

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): (including but not limited to): candy, alcohol, decorations, greeting-cards, lobbying, personal

cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens,

congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454043-1-84-01	DPTO	088774	2025	75100	55.012	Public Transit Service Development	$195,000.00
	LF						$195,000.00
		Total Financial Assistance					$390,000.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$195,000	$195,000	$0	$390,000
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$195,000***	***$195,000***	***$0***	***$390,000***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
_X_ Quarterly
___ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Lisa Maack
Department Grant Manager Name

DocuSigned by:
Lisa Maack
8032[C229498408...
Signature

12/30/2024 | 3:35 PM EST
Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Service Development)

1. Conformance with Enabling Legislation. This Agreement is in conformance with Section 341.051, F.S.

2. Bus Transit System. In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.

3. Transit Vehicle Inventory Management. The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

4. Progress Reports. The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.

5. Project Goals and Service Data. The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.

6. Submittal of Proposed Timeline. The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.

7. Final Report. At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:

a) An evaluation of the attainment of the goals and objectives.

b) The reasons any of the goals were not met.

c) The benefit accrued by the Agency.

d) A statement of the Agency's intent to continue with the service demonstrated.

-- ***End of Exhibit E*** --

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS
(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

– End of Exhibit E1 –

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Exhibit E2

PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Exterior Vehicle Wrap, Tinting, Paint, Marketing, and Advertising)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.051(8), F.S. and Section 316.2954, F.S.

2. **Statutory Compliance.** In accordance with Section 341.051(8), F.S., as a condition of receiving funds from the Department, a public transit provider may not expend Department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a motor vehicle owned, leased, or operated by the public transit provider. Such vehicles on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:

    a. a brand or logo of the public transit provider,
    b. the official seal of the jurisdictional governmental entity, or
    c. a state agency public service announcement.

3. **Window Tinting Requirements.** Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, F.S.

- End of Exhibit E2 -

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** $195,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Town Commission Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Courtney Easley, Acting Town Clerk/Assistant to Town Manager
Submitting Department: Administration
Item Type: Resolution
Agenda Section:RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2026- 08: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY TO CONDUCT THE TOWN'S MUNICIPAL ELECTION ON NOVEMBER 3, 2026; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
.

Explanation:

The Broward County Supervisor of Elections is responsible for administering elections in accordance with the Florida Election Code. Municipalities may enter into agreements with the Supervisor to conduct their local elections utilizing the County's established systems, personnel, and expertise.

The attached Municipal Elections Agreement outlines the terms under which the Supervisor of Elections will conduct the Town's municipal elections, including staffing, polling locations, voting equipment, and vote-by-mail services.

For planning purposes, the Supervisor of Elections has provided estimated ballot-related costs based on a rate of **$**2.79 per registered voter. Additional ballot pages associated with referendum questions or charter amendments will increase costs as follows:

- There is no fee for candidate only elections held in conjunction with county, state, or federal elections.
- The estimated cost with one ballot question (s) plus extra ballot pages is $14,162.04 at $2.79 per registered voter ; $14,923.44 for 1 extra page and $15,694.84 for two extra pages.

Final costs will be dependent on the number of registered voters at the time of the election and

the total number of ballot pages required.

The Town is responsible for all election costs as defined by Florida Statutes. A cost estimate is provided in the agreement (Exhibit A), with final costs subject to actual expenses incurred.

Additional responsibilities of the Town are provided in Section 3.2.2 of the Agreement, making the Town responsible for polling locations, including security, compliance with applicable law and state guidelines, site agreements, and maintenance of polling locations. Section 3.4 clarifies that the Supervisor does not provide legal advice and that the Town is responsible for its own legal determinations and must designate a responsible point of contact for election matters. Finally, Section 3.8 requires the Town to reimburse the Supervisor for additional costs, including recounts, runoffs, legal fees, and costs arising from the Town's actions or omissions.

Recommendation:

Approve Resolution 2026-08 and the Municipal Elections Agreement with the Broward County Supervisor of Elections to provide election services for upcoming municipal elections.

Exhibits:

1. Resolution 2026-08 - Approving An Agreement With The Broward SOE To Conduct The 2026 Elections
2. Lauderdale-by-the-Sea_2026_Municipal Election Agreement

RESOLUTION NO. 2026-08

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY TO CONDUCT THE TOWN'S MUNICIPAL ELECTION ON NOVEMBER 3, 2026; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Joe Scott is the Supervisor of Elections of Broward County, Florida (the "Supervisor"), pursuant to Article VIII, Section 1(d) of the Florida Constitution, and serves as a constitutional officer under the Florida Election Code; and

WHEREAS, the Supervisor has duties, functions, and responsibilities set forth in the Florida Election Code, Chapters 97 through 106, Florida Statutes; and

WHEREAS, among the duties and functions of the Supervisor is the engagement, training, and assignment of poll workers, including voting systems technicians, in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes; and

WHEREAS, the Town of Lauderdale-By-The-Sea (the "Town") municipal election is scheduled for November 3, 2026, and the Town desires to utilize the services of the Supervisor to conduct, supervise, and administer the election (the "Services"); and

WHEREAS, whether a municipal election is conducted as a stand-alone election or held in conjunction with a state or federal election, the municipality is responsible for all costs associated with conducting its election, including "election costs" as defined in Section 97.021(15), Florida Statutes; and

WHEREAS, the Supervisor possesses the legal authority, expertise, personnel, and equipment necessary to assist the Town in conducting the Town's municipal election; and

WHEREAS, the Town desires to enter into an agreement with the Supervisor, in substantially the same form as attached hereto as Exhibit "A" (the "Agreement"), to conduct the Services and authorizes the Town Manager to execute the Agreement; and

WHEREAS, the Town Commission finds that this Resolution is in the best interests of the Town and its residents.

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

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

Section 2. Approval. The Town Commission hereby approves the Agreement with the Supervisor for the Services, in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement with the Supervisor, 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 _____ day of March, 2026.

_____
Mayor Edmund Malkoon

Attest:

_____
Courtney Easley, Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

MUNICIPAL ELECTIONS AGREEMENT

This Municipal Elections Agreement is between the Broward County Supervisor of Elections, a Broward County Constitutional Officer ("Supervisor"), and the Town of Lauderdale-By-The-Sea, a municipal corporation ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time. Among Supervisor's duties, functions, and responsibilities are the engagement, training, and assigning of Poll Workers (as hereinafter defined), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes.

B. Chapter 75-350, Laws of Florida (Special Acts 1975), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, and other matters affecting elections for all municipalities within Broward County, Florida.

C. Municipality is responsible for all costs associated with conducting any of its elections, including without limitation all "election costs" as defined in Section 97.021(15), Florida Statutes.

D. Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist Municipality in selecting and training Poll Workers and conducting municipal election(s) in Broward County, Florida. Municipality desires to delegate to Supervisor the power, duty, and authority to conduct Municipality's election(s) pursuant to the terms, conditions, and provisions of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable federal, state, county, municipal, or other government entity laws, rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapter 75-350, Laws of Florida (Special Acts of 1975), as amended, the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.

1.2. **Broward County Supervisor of Elections** or **Supervisor** means Joe Scott in his official capacity as the Broward County Supervisor of Elections or the then-current duly elected or appointed successor, as applicable.

1.3. **Election Fees** means all fees, costs, charges, and expenses associated with the Municipal Elections and Supervisor's performance of the Election Services, including without limitation

"election costs" as defined in Section 97.021(15), Florida Statutes, and amounts paid or due to Poll Workers.

1.4. **Election Services** means the duties, functions, obligations, and work required by Supervisor to conduct the Municipal Elections and any additional services agreed to by the Parties and provided for in a written amendment to this Agreement.

1.5. **Municipal Election(s)** means the Municipality's elections within the scope of Article 2 of this Agreement or within the scope of any amendment to this Agreement.

1.6. **Poll Worker(s)** means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Locations on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on Supervisor's website at BrowardVotes.gov.

1.7. **Polling Location(s)** means a building, including any portion thereof, designated by Supervisor where voters cast their ballots during an election, such as a school or a library.

1.8. **Stand-Alone Election(s)** means a municipal election held when only municipal races are on the ballot, or when no other federal or state election is being held.

ARTICLE 2. SCOPE OF ELECTION SERVICES

2.1. Municipal Elections. Municipality hereby engages Supervisor to perform Election Services in connection with the Municipal Elections scheduled to occur in _____. If Municipality desires Supervisor to perform Election Services for any additional municipal elections ("Additional Elections"), the terms, conditions, and services relating to such Additional Elections shall be agreed to by both Parties and set forth in an amendment executed pursuant to the terms of this Agreement.

2.2. Cost Estimates. Supervisor has provided to Municipality, and Municipality acknowledges receipt of, the applicable schedule of Election Fees. A current estimate of the Election Fees associated with the applicable Municipal Elections is attached hereto as Exhibit A ("Cost Estimate"). The Cost Estimate is subject to adjustment based on the actual costs incurred by Supervisor and does not include other necessary costs as provided for in Section 3.8 of this Agreement, if any.

2.3. Final Invoice. For each Municipal Election, Supervisor will provide Municipality with a final invoice, which includes the actual Election Fees associated with the applicable Municipal Election, within six (6) months after the date of the applicable Municipal Election ("Final Invoice").

2.4. Polling Locations. Except as otherwise provided in Section 3.2 and Applicable Law, Supervisor shall select and designate Polling Locations (including early voting locations) in Supervisor's sole and absolute discretion.

2.5. Poll Workers. Except as otherwise provided by Applicable Law, Supervisor shall select, hire, assign, and train an appropriate number of Poll Workers for the Municipal Elections, as determined by Supervisor in Supervisor's sole and absolute discretion.

2.6. Payment of Poll Workers. Supervisor shall set the pay rate for Poll Workers and pay Poll Workers in accordance with Applicable Law.

2.7. County Voting System. Except as otherwise required by Applicable Law, Supervisor shall use Broward County's current voting equipment and systems in the performance of the Election Services, and Supervisor shall determine, in Supervisor's sole and absolute discretion, the manner in which to use such voting systems and the type and number of such equipment to be used for each applicable Municipal Election.

2.8. Vote by Mail. If the Municipal Elections will be conducted during a federal or state election, Supervisor shall provide vote by mail/absentee ballots to Municipality's residents in the same manner as the federal or state election pursuant to Applicable Law. Vote by mail ballots for any Stand-Alone Election shall be subject to Supervisor's sole and absolute discretion, and Municipality shall pay Supervisor for any fees and costs associated with any such vote by mail operations and materials.

ARTICLE 3. MUNICIPALITIES OBLIGATIONS

3.1. Supervisor's Compensation and Method of Payment. Except as otherwise provided in Exhibit A, Municipality shall pay Supervisor the Election Fees incurred and for any other necessary costs as provided for in Section 3.8 herein for each applicable Municipal Election. Municipality shall timely pay Supervisor all amounts invoiced by Supervisor within thirty (30) days after receipt of Supervisor's Final Invoice. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's authorized designee. Municipality's payment obligation includes all Election Fees incurred by Supervisor, including any other necessary costs as provided for in Section 3.8 herein, which may be in excess of the Cost Estimate attached as Exhibit A or otherwise provided to Municipality by Supervisor.

3.2. Polling Locations. Not less than sixty (60) days prior to the date of the applicable Municipal Election, Municipality may provide in writing to Supervisor proposed Polling Locations for such Municipal Election, which locations shall be subject to final review and approval by Supervisor. For Polling Locations proposed by Municipality, Municipality shall provide to Supervisor copies of the rental agreements or other documentation for the utilization of the Polling Locations consistent with the provisions of this section. For Municipal Elections conducted during a federal or state election, the Polling Locations will be determined and the terms for use negotiated by Supervisor in Supervisor's sole and absolute discretion.

3.2.1. Use of Polling Locations. For each applicable Municipal Election, Supervisor shall pay the rental costs and fees for the use of Polling Locations and such costs shall be included in the Election Fees set forth in the Cost Estimate and the Final Invoice for reimbursement by Municipality.

3.2.2. Municipality's Additional Responsibilities for Polling Locations. Municipality is responsible for: (a) providing any additional security requested by Municipality for the Polling Location(s); (b) fully cooperating with Supervisor to comply with any Applicable Law related to the Polling Location(s), including any standards or guidelines from the Florida Secretary of State; (c) ensuring compliance with Supervisor's then-existing security standards for Polling Locations; (d) entering into written use, license, or other rental agreements for the use of the sites on the terms and conditions set forth in any form(s) provided by Supervisor for such purpose or otherwise approved in advance by Supervisor; and (e) to the extent Municipality owns, leases, sublets, or otherwise operates the Polling Location, the repair and maintenance of the Polling Location(s) in good structural and safe condition in compliance with Applicable Law, including without limitation the Americans with

Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act and ensuring that the Polling Locations comply with all other Applicable Laws.

3.2.3. Polling Location Changes. Municipality shall be responsible for and shall pay all costs incurred by Supervisor as a result of any Polling Location changes requested by Municipality, including all costs associated with providing written notice to voters.

3.3. Cooperation with Supervisor. Municipality shall promptly provide any and all documents, information, and cooperation reasonably requested by Supervisor in connection with Supervisor's performance of the Election Services and any other applicable duties and obligations under this Agreement.

3.4. No Legal Advice; Municipality's Responsible Person. Municipality shall be responsible for obtaining its own legal advice and determinations of Applicable Law related to the Municipal Elections, including candidate qualifications and eligibility, petitions, referendums, and special elections. Municipality acknowledges and agrees that Supervisor has no obligation to and expressly disclaims the provision of any legal advice, legal opinions, and legal guidance to Municipality in connection with the performance of Supervisor's obligations under this Agreement. Prior to each Municipal Election, Municipality shall identify in writing and provide to Supervisor the contact information for the Municipal Clerk or other municipal official(s) who shall act as Supervisor's point of contact for Municipality and who shall also be the municipal official responsible for ensuring the performance and oversight of Municipality's obligations under the Florida Election Code, and any municipal charter provision or ordinances in this Agreement with regard to the Municipal Election ("Municipality's Responsible Person"). Notwithstanding the foregoing, except as otherwise required by the Florida Election Code or other Applicable Law, Municipality agrees and acknowledges that Supervisor does not consent to and is not bound by any statute, municipal charter or ordinance that provides for the delegation of duties to Supervisor unless such duties are expressly provided for in this Agreement or consented to by Supervisor in writing. Except as otherwise required by Applicable Law, any obligations or duties not set forth in this Agreement shall be the sole responsibility of Municipality.

3.5. Candidate Qualifications and Signature Verifications. Subject to Applicable Law, Municipality shall be responsible for and shall conduct any municipal candidate qualifications, determinations of eligibility to run, and collection of any election assessments. Municipality shall accept and process all qualifying papers and fees from such candidates and Municipality shall promptly provide Supervisor with a list of all qualified candidates in the format required by Supervisor, at the end of the qualification period. If Municipality requires Supervisor to verify signatures for candidate qualifying petitions or any other petitions permitted under Applicable Law, Municipality shall pay Supervisor's fees and costs for such verifications and Supervisor shall perform such verifications in the same manner it performs verifications for state candidates, except as provided by Applicable Law.

3.6. Notifications and Election Ads Required by Law. Supervisor shall prepare and arrange for publication in English, Spanish and Creole all election advertising and notices required under the Florida Election Code, directives and guidance from the Florida Secretary of State, and applicable state and federal laws. For all other election advertising and public notices, including without limitation, applicable recount notices and any other required notices to candidates, political parties,

and political committees, Municipality shall be responsible for the preparation and publication in English, Spanish and Creole of all such materials.

3.7. Ballots; Other Election Material; and Translations. No later than the last day of Municipality's candidate qualifying period or such earlier date as required by Supervisor to timely prepare the ballots and perform the Election Services, Municipality shall promptly furnish to Supervisor all ballot information in English, Spanish, and Creole, including the name of the candidates as they are to appear on the ballot and any pronunciation guides, the name of Municipality, the name of the Municipal Election, the titles of office(s), and any referendum titles, explanations, or questions. Municipality shall be solely responsible for all translation costs. Further, Municipality agrees to promptly approve layout and ballot proof(s) provided by Supervisor, and Municipality shall be responsible for and shall ensure that all Municipal Election materials, including required notices and ballots, are accurate and legally sufficient.

3.8. Other Necessary Costs. Municipality shall reimburse Supervisor for any additional costs or fees not otherwise expressly provided for in this Agreement incurred as a result of the Municipal Election, including without limitation, costs associated with conducting a recount or runoff, attorneys' fees and costs incurred by Supervisor in any matter related to the Municipal Election, and costs caused by any negligence, mistake, or intentional act or omission by Municipality, its employees, officers, commissioners, or agents.

ARTICLE 4. SOVEREIGN IMMUNITY

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. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5. NOTICES AND PUBLIC RECORDS

5.1. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

Notices to Supervisor:

Attn: Joe Scott, Supervisor of Elections
4650 NW 21st Avenue
Fort Lauderdale, Florida 33309
E-mail: jscott@browardvotes.gov

With a copy to:

Broward County Attorney's Office
Attn: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

Notices to Municipality:

Attn: _____ (name and title)
_____
_____
Email address: _____

With a copy to:

_____
_____
Email address: _____

5.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. In providing the Election Services, Supervisor does not assume and expressly disclaims any designation or delegation as custodian of Municipality's election records. In the event of an election contest or challenge, Supervisor agrees to cooperate in providing any public records that Supervisor maintains or otherwise controls.

ARTICLE 6. DISPUTES; GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

6.1. Dispute Resolution; Attorneys' Fees. Should a dispute arise regarding the interpretation of this Agreement or the performance of either Party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. Each Party shall bear its own attorneys' fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels.

6.2. Law, Jurisdiction, Venue, Waiver of Jury Trial. The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida. The Parties agree that 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 Parties agree that 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**. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 7. TERM; TERMINATION

7.1. Agreement Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be from the date of its full execution (the "Effective Date") until sixty (60) days after the election results has been certified, all vote processing equipment has been returned to

Supervisor's warehouse, and any post-election audit or reconciliation required under Applicable Law, has been completed for the last Municipal Election covered by this Agreement.

7.2. Termination for Convenience. Unless a Municipal Election is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon written notice by either Party, effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement is terminated, Supervisor shall be paid for the Election Fees incurred through the effective date of termination and any other necessary costs provided for in Section 3.8. The payment obligations of Municipality under this Agreement shall survive expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS

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

8.2. 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.

8.3. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.4. Amendments. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.5. No Third-Party Beneficiaries. Neither Supervisor nor Municipality intends to primarily benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6. Joint Preparation and Interpretation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. 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 any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" 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 subsections thereof, 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.

8.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.8. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

8.9. Independent Contractor. Supervisor is acting as an independent contractor for Municipality in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

8.10. Incorporation by Reference. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.

8.11. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign 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.

8.12. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and MUNICIPALITY, signing by and through its (name and title)_____ duly authorized to execute same.

SUPERVISOR

By: _____
Joe Scott, Broward County Supervisor of Elections

__day of _____, 202_

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 _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

MUNICIPAL ELECTIONS AGREEMENT

MUNICIPALITY

ATTEST:

_____ By:_____

, City Clerk

_____ day of_____, 202___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the Parties:

_____

, City Attorney

EXHIBIT A - Municipal Election Cost Estimate

Description	**Cost per registered voter in Municipality (per election)**
Election Fees for candidate only municipal elections held in conjunction with county, state, or federal elections:	$0
With Ballot Question(s) Each Extra Ballot Page Side	$2.79 $0.15 x number of registered voters
Stand-Alone Election (only municipal races, question(s) are on the ballot) Each Extra Ballot Page Side Optional Early Voting	$2.79 $0.15 x number of registered voters Number of days of early voting x ($2.49 x number of registered voters)
Estimate of Municipality's Total Number of Registered Voters as of (3/25/2025): 5,076	**Estimated Cost for 2026 March Election : _____** **Estimated cost with extra ballot pages:** **_____ with 1 extra page** **_____ with 2 extra pages** **Estimated Cost for 2026 November General Election :** 0**_____** **Estimated cost with ballot question(s) plus extra ballot pages:** $14,162.04**_____ at 2.79 per registered voter** $14,923.44**_____ with 1 extra page** $15,684.84**_____ with 2 extra pages**

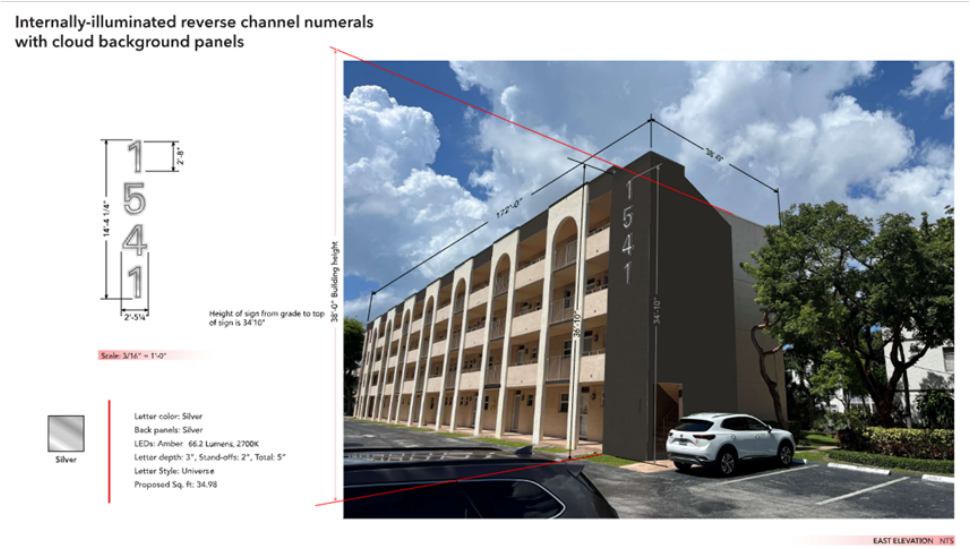
Town Commission Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Jhanelle Campbell, Development Services Director
Submitting Department: Development Services
Item Type: Quasi Judicial Public Hearings
Agenda Section:QUASI JUDICIAL PUBLIC HEARINGS

Subject Title: **Application Number**: 2025-CUS-01: Pursuant to Chapter 30, "Unified Land Development Regulations," Article VIII, "Sign Regulations," Section 30-502(d)(4), "Exempt Signs," of the Town's Code of Ordinances ("Town Code"), the Applicant has requested a Conditional Use Permit (2025-CUS-01) to allow installation of a new Mid-Century Modern style sign including address numbers measuring two (2) feet, eight (8) inches in height where the code provides for a (6) inch maximum letter height , and a sign totaling 34.98 square feet in sign area, where the code does not allow for address signs to exceed two (2) square feet in sign area in the RM-25 Zoning District for the property located at 1541 S Ocean Blvd.

Explanation: The Town Commission established Mid-Century Modern as the Town's preferred architectural style in 2011. To support the Mid-Century Modern style, the Commission also established a process in Sec. 30-510 of the Town code **(Exhibit 1)** to approve new Mid-Century Modern style signs that exceed the code requirement.

Figure *1* — *Proposed* Sign



Gardens by the Sea is located at 1541 S. Ocean Blvd. (the "Applicant"). The property owner's representative, Art Sign Company, applied **(Exhibit 2)** for the Conditional Use Sign on July 10, 2025, to permit the proposed sign (Figure 1), which is to be located on the southeast corner of the building. The sign exceeds the maximum permitted letter/number height of six (6) inches and the maximum allowable sign area of two (2) square feet pursuant to Code Section 30-502(d)(4). The proposed letter/number height is two (2) feet eight (8) inches (2'-8"), resulting in an increase of two (2) feet two (2) inches (2'-2") above the maximum permitted height. The proposed sign area is 34.98 square feet, which exceeds the maximum allowable area of 32.98 square feet.

Citizen Participation Meeting

On February 5, 2026, the Applicant, Art Sign Company Inc., conducted a Citizen Participation meeting in accordance with Section 30-114 of the Town Code and provided the Town with a summary of the meeting **(Exhibit 3).** Notice of the Town Commission meeting was sent to all neighboring residents within a 300-foot radius of the project. The property was also posted and notice of the application was also posted on the Town's website pursuant to Town Code Sec. 30-139 – Notice of Public Hearings. No inquiries regarding the application were received and after an explanation and presentation of the project, there was no objection to the request.

Staff has reviewed the application and determined that it is eligible for a Section 30-502 waiver **(Exhibit 4).** The Town's consulting architect, Arthur Marcus, reviewed the application and found that the submittal has characteristics of Mid-Century Modern architectural style and therefore qualifies for the exemption (**Exhibit 5**). The characteristics of the proposed sign that meets the Mid-Century Modern architectural style are:

1. The use of colors
2. Singularity of design
3. Lettering Size

The relief requested by the applicant is shown in Table 1.

Table 1

	Code Maximum	**Request**	**Difference**
Total Square Footage	2'	34.98'	32.98'
Letter Size	6"	2'8"	2'2"
Facade Coverage	15%	0.552%	14.465%

Staff supports the proposed sign, finding that it incorporates Mid-Century Modern design elements consistent with the Town's architectural standards and that its scale is proportionate to the building's façade. The subject wall measures approximately 38 feet in height and 172 feet in length. The proposed sign will constitute approximately 0.535% of the total façade area, which is substantially below the maximum 15% façade coverage permitted by the Code.

The sign is proposed to be installed at a height of 34 feet–10 inches, which is below the maximum allowable height of 35 feet. The sign will be illuminated, and final lighting specifications will be reviewed at the time of building permit to ensure compliance with applicable Code requirements and to prevent light spillage or excessive glare.

Recommendation: Staff recommends approval of the attached Development Order **(Exhibit 6),** which approves the wall sign with the following conditions:

1. The sign shall be in the form, size and font as provided in the sign drawing.
2. Individual letter height shall not exceed 2 feet 8 inches.
3. The total approved sign square footage shall not exceed 34.98 square feet.
4. The façade coverage shall not exceed 0.552%
5. This conditional use waiver permit is specific to this sign and any other signage for this building would be required to comply with the sign code at the time of the application.
6. The sign shall meet all requirements of the Florida Building Code, and the applicant shall secure a building permit within six (6) months of the development order approval.

Exhibits:

1. Exhibit 1 - Sec. 30-510. - Landmark and Mid-century Modern Signs
2. Exhibit 2 - Conditional Use Sign Application
3. Exhibit 3- CP Meeting Summary
4. Exhibit 4 - Sec. 30-502. - Exempt signs.
5. Exhibit 5 - Architectural Review Approval - 2025-CUS-01
6. Exhibit 6 - Development Order - 2025-CUS-01

Sec. 30-510. - Landmark and Mid-century Modern signs.

(a) *Landmark signs.* The Town Commission may, following a public hearing, grant a waiver of the Town Code related to signage for a landmark business upon a finding that the waiver requested or approved is the minimum waiver necessary to provide for signage consistent with, but not necessarily identical to, signage historically utilized in the Town which maintains the landmark identity and character of the business and Town.

(1) A business may be designated as a landmark business by the Town Commission following a public hearing.

(2) The designation of a landmark is a function of not just a building, but the business within that building that has created a unique sense of place that is significant and prominent in the identity and history of the Town. A landmark business designation is unique to the designated business at the designated location. Neither the business nor the location independently shall be considered a landmark business.

(3) The Town Commission may designate by resolution a business as a landmark business upon application by the business owner and consideration of the following factors:

a. History of operation for a minimum of 35 years at the same location; and

b. Establishment of an identity and business awareness of such character and reputation as to be considered an identifiable landmark within the Town.

(b) *Mid-century Modern signs.*

(1) *Existing Mid-century Modern style signs that do not meet the requirements of this article.* An application may be filed for administrative review, or with a site plan application, for the replacement of an existing Mid-century Modern style on-premise sign that meets the requirements of [section] 30-9 and the Town ADS but does not meet the requirements of this article, provided existing non-conformities are not increased.

(2) *New Mid-century Modern style signs.* An application may be filed for a conditional use permit or as part of a site plan application for a new Mid-century Modern style permanent on-premise sign, for a Mid-century Modern style building, that does not meet the requirements of this article. All signs proposed on the building shall be consistent in style. As part of a conditional use or site plan review, the Town Commission may waive any of the requirements of these sign regulations upon a finding that the proposed sign complies with the Mid-century Modern architectural style as addressed in section 30-51, architectural review standards, of this Code and the Town's architectural design guidelines.

(Ord. No. 2012-04, § 2, 3-27-2012; Ord. No. 2013-07, § 2, 8-20-2013; Ord. No. 2014-13, § 2, 10-28-2014; Ord. No. 2015-21, § 2, 12-8-2015; Ord. No. 2020-04, § 2, 4-14-2020)

LAUDERDALE·BY·THE·SEA

Universal Development Application

4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

Administrative Purpose

Application Number: 2025-CUS-01

BTR #: N/A

Date Application Submitted: 7/10/2025

Date Application found Completed: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: $125.00

Cost Recovery Fee: _____

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist and Fee Schedule.

Check appropriate application and block:

- ☐ Appeal of Administrative Decision
- ☐ Site Plan
- ☐ Site Plan Level 1 Modification
- ☐ Site Plan Level 2 Modification
- ☒ Conditional Use SIGN
- ☐ Conditional Use Modification _____
- ☐ Administrative Adjustment _____
- ☐ Variance _____
- ☐ Plat _____
- ☐ Architectural Review _____
- ☐ Historic Designation
- ☐ Certificate of Appropriateness
- ☐ Zoning Relief
- ☐ Rezoning
- ☐ Right-of-Way Vacation
- ☐ Comprehensive Plan Amendment
- ☐ Payment in Lieu of Parking
- ☐ Parking Reduction _____
- ☐ Other: _____

Project Name: Gardens by the Sea Address Numbers

Folio Numbers: 494307000063

Street Address: 1541 S Ocean Dr Lauderdale by the Sea FL 33062

Legal Description: 7-49-43 GOVT LOT 1 S 300 OF N 3450, MEASURED FROM C/L SEC 6LYING W OF ST RD A1A,LESS PT IN GARDEN BY THE SEA SOUTH CONDO

Name of Property Owner: GARDENS BY THE SEA S CONDO ASSN Property Owner's Phone #: _____

Address of Property Owner: 1541 S OCEAN BLVD LAUDERDALE BY THE SEA, FL 33062

Property Owner's Email Address: _____

Name of Applicant: Art Sign Company Applicant's Phone #: 954-644-2011

Applicant's Address: 835 NW 6 Ave Ft Lauderdale FL 33311

Applicant Email Address: denisewilliams123@att.net

Name of Agent (e.g. Contractor Representing the Project): Melissa Weatherwax

Agent's Email Address: denisewilliams123@att.net Agent's Phone #: 954-644-2011

Agent's Address: 835 NW 6 Ave Ft Lauderdale FL 33311

Land Use Plan Designation: 09 - Residential Common Elements/Areas Zoning District: Comm/Res

Existing Use of the Subject Property: 09 - Residential Common Elements/Areas

Proposed Use of the Subject Property: 09 - Residential Common Elements/Areas

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

I John Mackintosh (Applicant/ Property Owner) hereby waive my rights as to the required review time stated in House Bill 7103 as it relates to time limits to review applications for approval of a development permit or development order.

Print Name of Property Owner: John Mackintosh Date: 23-June-2025

Signature of Property Owner: John Mackintosh

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner GARDENS BY THE SEA S CONDO ASSN

Print Name of Property Owner: John Mackintosh Date: 23-June-2025

Signature of Property Owner: John Mackintosh

State of Florida:

County: BROWARD

SWORN AND SUBSCRIBED before me by means of ☐ physical presence or ☑ online notarization, this day 23 of JUNE, 20 2025.

The person signing is ☒ personally known to me or has ☐ produced identification

Print Notary Name: MARTIN WEINSTEIN My Commission Expires: OCTOBER 7TH 2025

Notary Signature: Mart Weinstein

Notary Public State of Florida
Martin Edward Weinstein
My Commission
HH 183020
Exp. 10/7/2025

Applicant Art Sign Company, Melissa Weatherwax

Print Name of Property Owner: John Mackintosh Date: 23 June 2025

Signature of Property Owner: John Mackintosh

State of Florida:

County: BROWARD

SWORN AND SUBSCRIBED before me by means of physical presence or ✓ online notarization, this day 23 of June, 20 25.

The person signing is ☑ personally known to me or has ☐ produced identification

Print Notary Name: Martin Weinstein My Commission Expires: 10/7/2025

Notary Signature: Martin Weinstein

Notary Public State of Florida
Martin Edward Weinstein
My Commission
HH 183020
Exp. 10/7/2025

Gardens By-The-Sea Condo

Application 2025-CUS-01: Conditional Use Sign

CITIZEN PARTICIPATION MEETING 2/5/26

ART SIGN CO

artsignfl.com | 954.763.4410 | 835 NW 6th Ave, Fort Lauderdale, FL 33311

TABLE OF CONTENTS

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Participation Meeting Summary 4
Attendees List 4
Attendees Sign-in Sheet 5
Project Presentation 6-10

PERMITTING

Contact: 954.763.4410 ext. 103

Email: melissa@artsignfl.com & denisewilliams123@att.net

ART SIGN CO
artsignfl.com | 954.763.4410 | 835 NW 6th Ave, Fort Lauderdale, FL 33311

PROJECT OVERVIEW & PURPOSE
ADDRESS: 1541 S OCEAN BLVD

As per code section of 30-502 (d)(4)(a) for this request:
We are proposing 2'8" address numbers where code allows for 6". Numerals will have the Mid-Century font of Univers in silver. The address numerals will be installed on the east elevation and will have Amber LED illumination to comply with turtle regulations.

No other existing signs are on building.

As per code section 6-5. (c)Lighting fixtures or features shall not generate excessive light levels, cause glare, or direct light beyond the facade of the highlighted feature onto neighboring properties, streets, beaches, or the night sky.
To meet requirements, we are using Amber LED which are turtle compliant with 66.2 m/mod lumens and a color temp of 2700 K.

Sincerely

Shari Dillard, Vice President, Qualifier
Signed this 2 day of Feb 2026 by Shari Dillard who is personally known to me.

Signed _____ Date 2/2/26 Notary Stamp

Notary Public State of Florida
Melissa Weatherwax
My Commission HH 518377
Expires 6/29/2028

Notary Public Melissa Weatherwax

PERMITTING
Contact: 954.763.4410 ext. 103
Email: melissa@artsignfl.com & denisewilliams123@att.net

ART SIGN CO

artsignfl.com | 954.763.4410 | 835 NW 6th Ave, Fort Lauderdale, FL 33311

PROJECT SUMMARY

REQUEST: Pursuant to Chapter 30, "Unified Land Development Regulations," Section 30-510(b)(2), "New Mid-Century Modern Style Signs" of the Town's Code of Ordinances ("Town Code"), the Applicant has requested a Conditional Use.
Permit (2025-CUS-01) to allow a new Mid-Century Modern style address sign in the RM-25 Zoning District for the property located at 1541 S Ocean Blvd.

Gardens By-The-Sea is applying for approval of a Conditional Use Sign for illuminated address numbers for the property located at 1541 S Ocean Blvd, Lauderdale-By-The-Sea, FL 33308. The applicant seeks approval of a Conditional use sign for a waiver of the requirements of the Town's zoning regulations for replacement signage for the building's address identification numbers.

Current sign regulations under section 30-502(d)(4)(a &b) restrict name and address signs to 6 inches tall where we are proposing 2'8" & shall not exceed 2 square feet in sign area where we are proposing 39.48 sqft. The address numbers comply with code by using Mid-Century font and amber LED illumination for consideration of turtle regulations.

The request requires a Conditional Use Sign Application to permit the proposed redevelopment under the applicable zoning and land development standards.

CITIZEN PARTICIPATION MEETING SUMMARY

Pursuant to Town Ordinance 2021-11, which amended Chapter 30 "Unified Land Development Regulations," Article V "Zoning," to create Section 30-114, "Citizen Participation Required," the applicant is required to conduct a minimum of one public meeting with residents, property owners, and interested parties that may be affected by the proposed application. This meeting was held

The meeting was held Feb 5, 2026 and 11 people attended. All concerns were addressed at this time.

Marrice King, Lisa ad John Mackintosh, Bruce Buys, Pierre Lecare, Martin Weinstein, Susan Doukas, Lola Peck, Donna Blair and representing Art Sign Company, Melissa Weatherwax all in attendance.

PERMITTING

Contact: 954.763.4410 ext. 103
Email: melissa@artsignfl.com & denisewilliams123@att.net

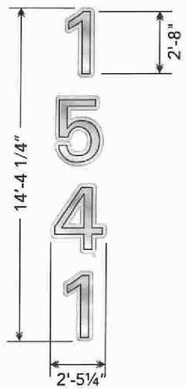
TOWN OF LAUDERDALE-BY-THE-SEA
CITIZEN PARTICIPATION MEETING

ATTENDEE SIGN-IN SHEET

Meeting Date: February 5, 2025 **Meeting Location:** Jarvis Hall
Application: 2025-CUS-01

Name/Title (please print)	Case #	Case Address	Phone Number
Marrice Ypsing		1541 S. Ocean Blvd 403.	786-566-3067
Lisa Mackintosh		1541 S Ocean Blvd 412	508-560-8266
Brian Buys		1541 S. Ocean Blvd. 210	303-408-9557
John Mackintosh		1541 S. Ocean Blvd 412	508-560-8176
PIERRE LEGARE		1541 S OCEAN BLVD 404	418-933-5704
Martin Weinstein		1541 S Ocean Blvd office	954 785 4592
SUZAN DOUKAS		1541 S OCEAN BLVD 315	416-617-6902
Lola Peck		1541 S. Ocean Blvd #410	957-970-5429
Melissa Weatherby	2025-CUS-01	1541 S Ocean Blvd	954-850-8682
Donna Blair		1541 S. Ocean Blvd	847 830 3948

Internally-illuminated reverse channel numerals with cloud background panels



Height of sign from grade to top of sign is 34'10"

Scale: 3/16" = 1'-0"

Silver

Letter color: Silver
Back panels: Silver
LEDs: Amber 66.2 Lumens, 2700K
Letter depth: 3", Stand-offs: 2", Total: 5"
Letter Style: Universe
Proposed Sq. ft: 34.98



EAST ELEVATION NTS

ART SIGN CO INC
835 NW 6TH AVE.
FT. LAUDERDALE, FL 33311
954.763.4410 | artsignfl.com

CLIENT: Gardens By The Sea
FILE: Gardens By The Sea - address number V9
ADDRESS: 1541 S. Ocean Blvd., Lauderdale By The Sea, FL

REVISION V4: 02/24/2025 | new monument design and font change for wall signs
REVISION V5: 02/28/2025 | font change
REVISION V6: 03/03/2025 | font change
REVISION V7: 05/20/2025 | correct square footage
REVISION V8: 08/11/2025 | add dimensions
REVISION V9: 01/15/2026 | change letter style

CLIENT APPROVAL:

DATE: 01/15/2026 **SALES REP:** Lou **ARTIST:** Carlos/ Steph

1

Colors shown on drawing are for presentation purposes. All colors must be confirmed initialed by project manager before painting. Any party accepting this document does so in confidence and agrees that it should not be duplicated, in whole or in part, nor disclose to others without the written consent of Art Sign Company, Inc.
Reference copy list for copy/graphic specific to each sign location. Contractor shall verify all conditions on site and notify any variation from what is shown on the drawings before proceeding with fabrication.

G2G LIGHTING

WOW Series

Channel Letter Solutions



Specifications

Viewing Angle	140° Optics
Input Voltage	12VDC
Watts	0.72w/mod(1.44w/ft) ,0.5w/mod(1.0w/ft) Red
Modules/Foot	2Mods/ft. fully stretched
Model	G2G WOW
Protection Grade	IP67
Packaging	60pcs/chain, 60pcs/bag 10bags/outer carton
Warranty	7 Year (Product) / 5 Year (Labor)
Operating Temp.	-40°~ +60 °C / -40° ~ +140 °F
Storage Temp.	-40°~ -70 °C / -40° ~ +158 °F
Cascade	30 mods single-ended power feed 60 mods double-ended power feed

7+5 YEAR 7-5Year Warranty · 12V 12VDC · L80 rating of 50,000 hours · 3M Tape · UR Resistant · c UL us E344189

Benefits

- Designed for Small to large Channel letters.
- UV and IR Protected
- L80 rating of 50,000 hours
- 3M double face tape and mechanical mounting options.

Options

Model	Color Temp	Lumens
WOW 7500K	7500K	70lm/mod (140lm/ft.)
WOW 6300K	6300K	68.3lm/mod (136.6lm/ft.)
WOW 4200K	4200K	67.7lm/mod (135.4lm/ft.)
WOW 2700K	2700K	66.8lm/mod (133.6lm/ft.)
WOW Red	RED	23.9lm/mod (47.8lm/ft.)
WOW Blue	BLUE	11.3lm/mod (22.6lm/ft.)
WOW Green	GREEN	66.5lm/mod (133lm/ft.)
WOW Orange	ORANGE	11.86lm/mod (23.72lm/ft)
WOW (Amber) Yellow	AMBER YELLOW	66.2lm/mod (132.4lm/ft.)

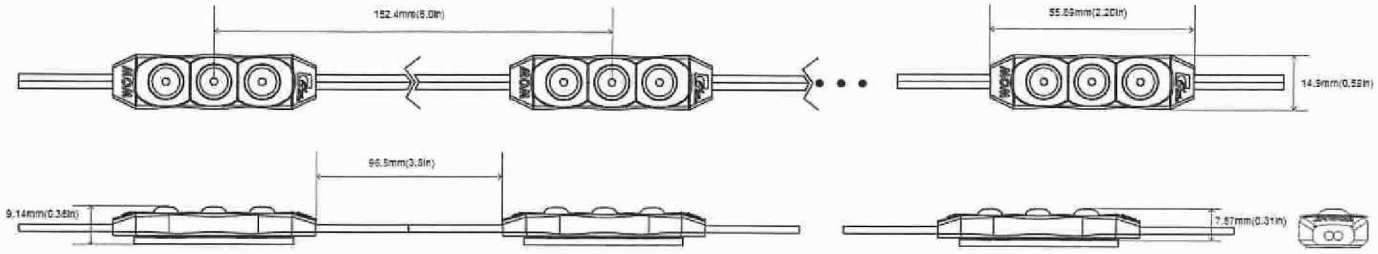
Additional color temps available upon special order (MOQs Apply)

Amber has 66.2 m/mod lumens, color temp 2700K

Modules Population Guide

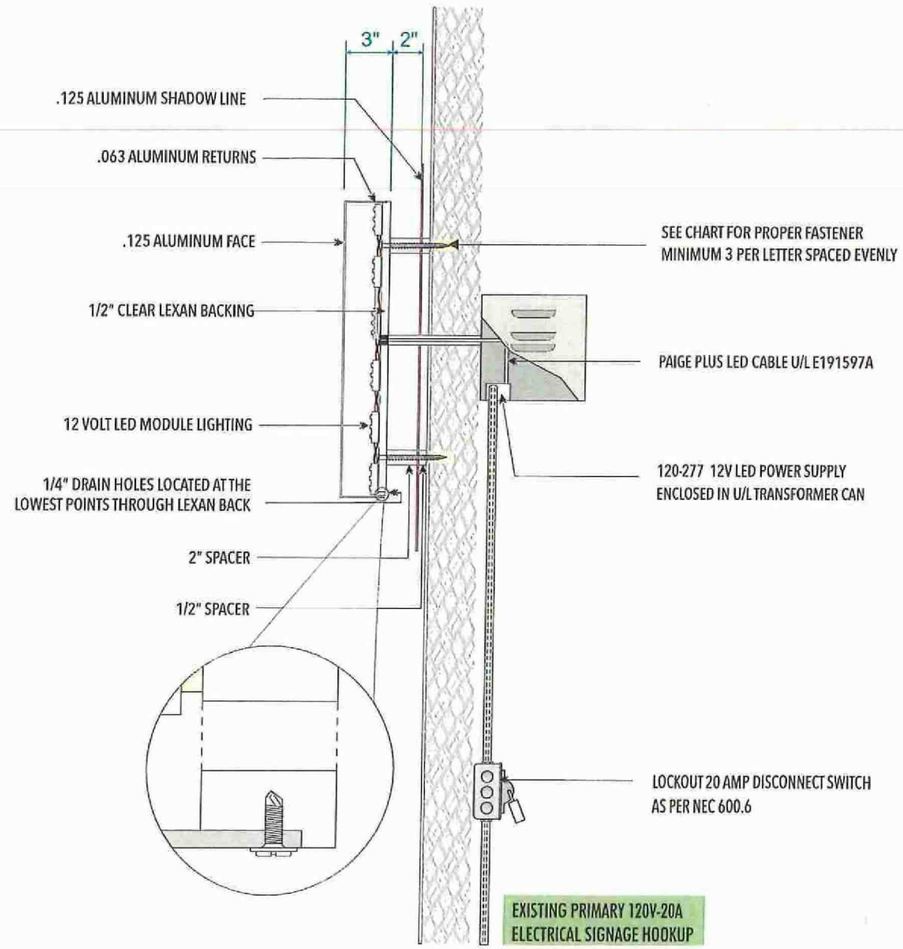
Channel Letter Depth (in)	Multiple Rows (rows spacing)	Clearance	Mods per Ft
3"	5"	3"	2
4"	5"	4"	2
5"	6"	4"	2
6"	7"	5"	2

Drawings



REVERSE LIT CHANNEL LETTERS WITH SHADOW PANEL

Designed Per FBC 8th Edition 2023 Sect 1620 and Appendix H, ACI 318-14, ASCE 7-22, AISC 360-10, ADMI-1, NDS-15, Steel Coatings per FBC 2203.2/2222.6, Aluminum Coatings per ADM1-15(1a), all exposed fasteners to be stainless steel, All aluminum to be 6063-T6, Welding per AWS with E70xx electrodes for steel and 4043 filler alloy for Aluminum.
V(ult)=170 mph, Exposure D, Risk Category II, Design Pressure = +/- 51 psf



This document has been electronically signed and sealed by John H. Omslaer, P.E. on date noted using a SHA-1 authentication code. Printed copies are not considered signed and sealed and the SHA-1 authentification code must be verified on any electronic copies per Rule 62-30.060, F.A.C.
Dynamic Engineering Solutions, Inc. 1950 NE 6th Street, #10075
Pompano Beach, FL 33061 John H. Omslaer, PE #52733, CA#26829

copies of this document are not considered signed and sealed and the signature must be verified on any electronic pages.

CALCULATION: Minimum Number of Fasteners Evenly Spaced Over Each Letter
(Fasteners = Wind Force on Whole Sign Area / Fastener Allowable Tension)

Minimum Fasteners	Fastener	Wall Structure	Pull	Fastener Installation
3	3/16" Toggle Bolt	Dry Wall	245	Toggle Bolt, Power spring-wing, in dry wall
3	3/16" Toggle Bolt	CMU or Donsglas	53	Toggle Bolt, power springs-wing, in CMU, OSB, or 5/8" Dens Glass.
3	3/16" Tapcon	Stucco Plywood	100	3/16" Tapcon thru 1/2" OSB or plywood sheathing
3	3/16" Tapcon	Concrete	171	3/16" Tapcons, min 1.5" embedment, protect from moisture
3	3/16" Tapcon	CM	43	3/16" Tapcon, min 1.25" embedment, protect from moisture.
3	#10 Tek Screw	20ga CFS Frame	83	#10 Self-drilling screws 3 thread thru 20ga steel frame.
3	#10 Wood Screw	5/8" Sheathing	77	#10 Wood screw or SMS into 5/8" osb or plywood sheeting
3	Pin Stud Thru	Structural Wall	100	3/16" Pin-stud, nut, and washer thru structural wall or 2x4 blocking
3	Pin Stud Glued	Solid Wall Mat'l	25	3/16" Pin-stud glued in solid wall matl, liquid Nails LN-999 or equal
3	Screw-In Anchor w/ #8 x 1"	Dry Wall	38	Screw-in anchor to drywall

IMPORTANT - Adhesives are strong but none have code approval for structural applications. Sign installer must test glued stud connection strength. For 3/16" stud pull 50 lb per stud; for 3/8" stud pull 100 lb per stud. Use tripod, game scale, and hooks.

ELECTRICAL SPECIFICATIONS:

All electrical components are UL Listed.
Signage grounding and bonding as per NEC 250.
Primary wiring #12 THHN as per NEC 600.
Minimum 20 Amp. disconnect switch per NEC 600.6
Minimum 1/2" conduit, Astronomical Time Clock per FEC.

Underwriters Laboratories Inc.® Listed

QTY	SOURCE	SIZE	AMPS	TOTAL
2	LED	12V	1.2	2.4

CIRCUITS REQUIREMENTS

OF CIRCUITS REQUIRE 1 TOTAL AMPS 2.4
OF 20 AMP DISCONNECT SWITCHES 1
BREAKER # 2 PANEL B

Broward & North Wall Sign

1. Design, fabrication and construction to the following codes and specifications:
   - A. The Florida Building Code (2023) 8th edition
   - B. American Welding Society AWS D1.1-04 & D1.2
   - C. Specifications for aluminum structures by the Aluminum Association (Current Edition)
2. Structural requirements:
   - A. All bolted connections shall be made with ASTM A307 bolt or equal
   - B. All anchors bolts shall be ASTM A307 or equal (flat washers at nut)
   - C. All welds shall be made with E70XX electrodes or equal
   - D. The electrical installation shall be in compliance with the National Electric Code (NEC 2020) grounding and bonding as per NEC 250 600.7
   - E. H.V.H.Z., section 1620 F.B.C., ASCE 7-22 170 MPH, exposure D, Category 2, Chapter 16

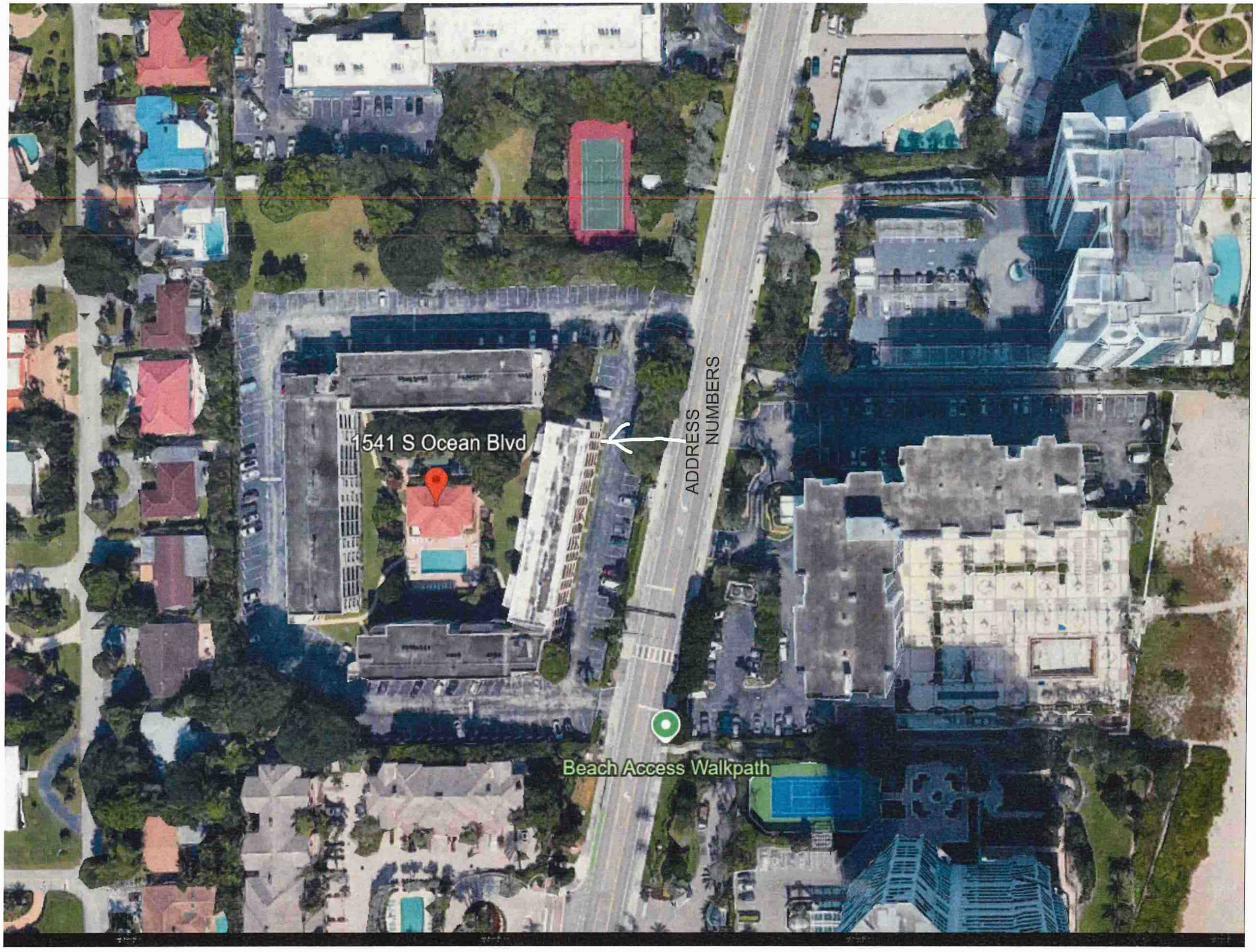
ART SIGN CO INC
835 NW 6TH AVE
FT. LAUDERDALE, FL 33311
954.763.4410 | artsignfl.com

CLIENT: Gardens By The Sea
FILE: Gardens By The Sea - STRUCTURAL
ADDRESS: 1541 S. Ocean Blvd., Lauderdale By The Sea, FL

REVISION V2: 02/12/2025 | increase spacing on address number and add the word SOUTH
REVISION V3: 02/20/2025 | new monument design
REVISION V4: 02/24/2025 | new monument design and font change for wall signs
REVISION V5: 02/28/2025 | font change
REVISION V6: 03/03/2025 | font change
REVISION V7: 05/20/2025 | correct square footage

CLIENT APPROVAL:
DATE: 05/20/2025 **SALES REP:** Lou **ARTIST:** Carlos/ Steph

Colors shown on drawing are for presentation purposes. All colors must be confirmed initialed by project manager before painting. Any party accepting this document does so in confidence and agrees that it should not be duplicated, in whole or in part, nor disclose to others without the written consent of Art Sign Company, Inc. Reference copy list for copy/graphic specific to each sign location. Contractor shall verify all conditions on site and notify any variation from what is shown on the drawings before proceeding with fabrication.


1541 S Ocean Blvd
ADDRESS NUMBERS
Beach Access Walkpath


TOW-AWAY
24
HRS ZONE
amazon

Sec. 30-502. - Exempt signs.

Exempt from permitting. The Town has a compelling interest in allowing the following signs in order to comply with State and local laws and to promote public safety on Town property and/or in the street right-of-way. Any sign which does not meet the criteria of this section and is not specifically permitted elsewhere in this article is prohibited. All signs exempt from permitting pursuant to this section may be erected and displayed, provided:

(a) They are not placed or constructed so as to create a hazard of any kind;

(b) The sign structure meets all other applicable land-use and building-safety codes, regulations and permit requirements; and

(c) The signs are kept at all times in good repair, freshly painted, and in a neat and clean condition.

(d) The following signs may be installed without a sign permit, provided they meet the requirements listed below and are otherwise in conformance with this article.

(1) Customary tags and labels not exceeding 15 square inches in size on merchandise in display windows;

(2) Decals, limited to eight per business, not to exceed eight square inches each. Decals shall count toward the 25 percent window coverage maximum;

(3) *Flags*:

a. On residential property up to a cumulative maximum of 40 square feet; and

b. Up to four flags on non-residential property, up to a cumulative maximum not to exceed one square foot of flag per linear foot of the front lot line.

(4) *Name and address signs*:

a. Letters or numerals shall be no more than six inches in height;

b. Each name and address sign shall not to exceed two square feet in sign area;

c. Every building shall display an address sign that is clearly visible from the street;

d. Buildings that have rear door access to an alley or parking lot shall also display an address sign that is clearly visible from the alley or parking lot; and

e. See additional regulations per zoning district, as provided in section 30-508, "Sign regulations by zoning district."

(5) *Noncommercial signs*:

a. Not to exceed a cumulative total area of:

1. Four square feet per residential property; and

2. Sixteen square feet per non-residential property or business establishment; and

b. Additional temporary noncommercial signage shall be allowed for the 90 days prior to and seven calendar days following any Federal, State of Florida, Broward County, or Town election, not to exceed:

1. Three square feet per sign, but not to exceed a cumulative total of 12 additional square feet per frontage (street or waterway) in residential districts;

2. Twelve square feet per sign, but not to exceed a cumulative total of 21 square feet per frontage (street or waterway) in commercial zoning districts.

3. All noncommercial signage permitted by this subsection above shall count as one temporary sign.

(6) Each non-residential use is permitted one sign on a door, column, wall, interior side of a window, or podium, not to exceed three square feet. Any window sign under this section shall count toward the 25 percent window coverage maximum.

(7) Warning or danger signs, no larger than four square feet in size, up to a cumulative maximum of 16 square feet per property;

(8) *Real estate sign:*

a. Real estate signs located in residential zoning districts shall be no larger than three square feet;

b. Real estate signs located in commercial zoning districts shall be no larger than 12 square feet.

c. When mounted upon the ground, with a frame or holder and post, the height of the frame or holder and post shall not exceed 48 inches in height;

d. Properties shall be limited to one real estate sign per street frontage and waterway and all legal temporary real estate signs on a single property shall count as one temporary sign;

e. One additional real estate sign only when the premises are available for inspection by the prospective buyer or tenant. Said additional attached sign shall not be larger than eight inches in width nor 24 inches in length and may only be posted on private property with the permission of the property owner;

f. Real estate signs shall be removed within seven days of the property closing or the listing contract expiring.

(9) Sandwich signs;

(10) Lettering or numbering applied to parking space wheel stops.

(Ord. No. 2012-04, § 2, 3-27-2012; Ord. No. 2013-07, § 2, 8-20-2013; Ord. No. 2014-10, § 2, 10-28-2014; Ord. No. 2015-21, § 2, 12-8-2015; Ord. No. 2020-04, § 2, 4-14-2020)

ARTHUR J. MARCUS ARCHITECT P.A.
1800 NORTH ANDREWS AVENUE #7F * FORT LAUDERDALE, FLORIDA 33311 * t:305-467-6141
email: arthur.marcus444@att.net * web: www.arthurmarcus.com
AA #26000962

January 23, 2026

Jhanelle Campbell, Development Services Director
Town of Lauderdale-by-the-Sea (LBTS)
4501 North Ocean Drive
Lauderdale-by-the-Sea, FL 33308

Re: 1541 North Ocean Drive / LBTS
ARCHITECTURAL. REVIEW #2

The Applicant is proposing to obtain a Conditional Use permit for a proposed way-finding sign for a high-rise multi-unit residential building. All previous questions have been resolved and this conditional use permit should be approved.

Section 30-508
This building is located in Zoning District R-25

1. *(a)(1) Each multi-family use: may display no more than two Building Identification Signs with a combined total sign area of not more than 32 square feet, per street frontage:*

   Town Comment: The application states that only one sign is to be installed on the building facade.

2. *(b)(4)(a)(1) Each building may display no more than one sign per building per street frontage, with a sign height no greater than 35 feet.*

   Town Comment: The proposed mounting height of the "1541" sign is stated to be 34'-10".

3. *(b)(4)(a)(b) The total sign area of all signs attached to the wall, canopy and/or awnings of a building face shall not exceed 15 percent of the area of the building façade.*

   Town Comments: The The proposed sign does not exceed 15 per cent of the area of the building facade.

4. Section 30-510 (b)(2)
   New Mid-century Modern style signs need comply with the Mid-century Modern architectural style as addressed in section 30-51, architectural review standards, of this Code and the Town's Architectural Design Guidelines.

   Town Comment: The proposed "1541" signage meets the noted *Mid Century Modern* standards.

6. #e-6 *Provide intensity of illumination. The intensity of illumination shall be limited to a maximum of 250 foot lamberts or 50 foot-candles within non-residential districts.*

   Town Comment: Applicant noted that t*he sign will be illuminated using amber LED for turtle compliance. The amber LEDs have 66.2 lumens/2700K7*.

7. Provide location of related sign illumination equipment.

   Town Comment: The sign illumination equipment will be concealed from view. The disconnect with lockout and transformer to be located behind the wall.

8. Provide electrical permit number. See applications attached.

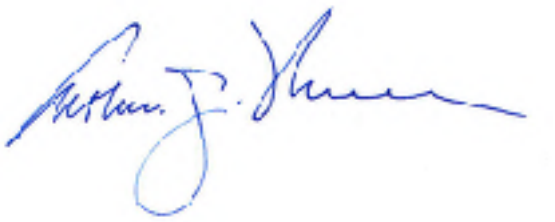
   Town Comment: Applicant noted that electrician will be connecting to primary electric. The applicant's electrician will be submitting to run primary electric to the site as soon as the permit is approved.

Per the LBTS Architectural Review Standards and n*ew Mid-Century-Modern style signs: An application may be filed for a conditional use permit or as part of a site plan application for a new Mid-Century-Modern style permanent on-premise sign, for a Mid-Century-Modern style building, that does not meet the requirements of this article.*

All signs proposed on the building shall be consistent in style. As part of a conditional use or site plan review, the Town Commission may waive any of the requirements of these sign regulations upon a finding that the proposed sign complies with the Mid-Century-Modern architectural style as addressed in section 30-51, Architectural Review Standards of their Code and the Town's Architectural Design Guidelines.

Sec. 30-509 (d) *No right to appeal. Except when Commission approval is required pursuant to the Code, the decision of the Development Services Department for the issuance or denial of a sign permit shall be final. There shall be no right of appeal to the Town Planning and Zoning Board or Town Commission of a finding of the Development Services Department. The appellant may seek relief in the Circuit Court for Broward County, or as otherwise provided by law.*

Yours truly,



Arthur J. Marcus

Arthur J. Marcus Architect P.A.

1541 S OCEAN BOULEVARD
CONDITIONAL USE SIGN DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA ("LBTS")
(Development Order 2025-CUS-01)

PROJECT NAME: 1541 S. Ocean Boulevard / Wall Sign - Conditional Use Sign

ADDRESS OF PROPERTY: 1541 S. Ocean Boulevard (the "Property")

FOLIO #: 4943 0700 0063 (common area)

PROPERTY OWNER: Gardens By The Sea Condominium Association Inc.

APPLICANT: Art Sign Company Inc.

APPLICANT ADDRESS: 835 NW 6 Ave, Fort Lauderdale FL, 33311

REQUEST: Pursuant to Chapter 30, "Unified Land Development Regulations," Article VIII, "Sign Regulations," Section 30-502(d)(4), "Exempt Signs," of the Town's Code of Ordinances ("Town Code"), the Applicant has requested a Conditional Use Permit (2025-CUS-01) to allow installation of a new Mid-Century Modern style sign including address numbers measuring two (2) feet, eight (8) inches in height where the code provides for a (6) inch maximum letter height , and a sign totaling 34.98 square feet in sign area, where the code does not allow for address signs to exceed two (2) square feet in sign area in the RM-25 Zoning District for the property located at 1541 S. Ocean Blvd.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE-BY-THE-SEA, Florida, on March 10, 2026 following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of administrative staff, finds that the application, as

conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve a Conditional Use Permit for a Mid-Century Modern style wall sign is hereby approved as shown on the plans submitted on July 10, 2025, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. The total approved sign letter size shall not exceed 2'8" inches in height and 34.98 square feet in sign area.
2. This conditional use sign waiver permit is specific to this sign and any other signage for this building shall comply with the Sign Regulations at the time of the application.
3. The sign shall meet all requirements of the Florida Building Code; a building permit shall be obtained no later than September 10, 2026.
4. The Sign shall be in the form, size, and font as provided in the sign drawing attached as **Exhibit A** to the Development Order. The sign shall be in accordance with the submitted plans for the hearing incorporated into this document as **Exhibit A**, except as modifications may be required by the approved Conditional Use and any changes required as part of the building permit and/or architectural review process.
5. The approved plan does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency and does not create liability on the part of the Town for issuance of the approval if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
6. All applicable state and federal permits shall be obtained before commencement of construction.
7. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes, or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-123(d) and of the Town Code, the Applicant may appeal this decision to the Town Commission, pursuant to the procedures set forth in Section 30-531 of the Town Code.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Town Manager.

APPROVED this ____ day of March 10, 2026

_____
Mayor Edmund Malkoon

ATTEST:

_____
Courtney Easley, Acting Town Clerk

Approved as to form:

_____
Susan L. Trevarthen, Town Attorney