



**Town Commission
Jarvis Hall 4505 N. Ocean Drive**

Regular Town Commission

Regular Town Commission

Tuesday, October 26, 2021, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION - Pauline Brooks McGuinness (representing Bahai' Faith)

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

- 5.a. The Cookie Shop
[CoverPage.pdf](#)

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

- 7.a. AMR September 2021 Safety Report
[CoverPage.pdf](#)
[Ex.1 - AMR LBTS Times 09-2021.pdf](#)

8. TOWN MANAGER REPORT

- 8.a. 3rd Quarter Welcome Center Report
[CoverPage.pdf](#)
[Ex.1 - July Welcome Center Cost.pdf](#)
[Ex.2 - August Welcome Center Costs.pdf](#)
[Ex.3 - September Welcome Center Costs.pdf](#)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

- 10.a. September 28, 2021 2nd Public Budget Hearing Minutes September 28, 2021 Town Commission Meeting Minutes October 4, 2021 Special Town Commission Meeting Minutes October 12, 2021 Town Commission Meeting Minutes
[CoverPage.pdf](#)
[Ex.1 -09-28-21 2nd Budget Hearing Minutes.pdf](#)
[Ex.2 - 09-28-21 Commission Minutes.pdf](#)
[Ex.3 - 10-04-21 LBTS Special Commission Minutes.pdf](#)
[Ex.4 - 10-12-21 LBTS Commission Minutes.pdf](#)

11. CONSENT AGENDA

12. OLD BUSINESS

13. NEW BUSINESS

- 13.a. LBTS Community Church Monthly Flea Market beginning Nov. 6, 2021
[CoverPage.pdf](#)
[Ex 1 Special Event Application for LBTS Comm Church Monthly Flea Market.pdf](#)
[Ex 2 Resolution 2017-41 - Fee Resolution \(Special Events\).pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

- 15.a.** Ordinance 2021-13 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 2 "ADMINISTRATION," ARTICLE II "TOWN COMMISSION," SECTION 2-25 "CAMPAIGN FINANCE RESTRICTIONS" TO AMEND THE CAMPAIGN CONTRIBUTION LIMITS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (Exhibit 1)
[CoverPage.pdf](#)
[Ex.1 - Ord 2021-13 - Campaign Contribution.pdf](#)
[Ex.2 - SB 1890.pdf](#)
- 15.b.** Ordinance 2021-14 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE I "IN GENERAL" TO ADJUST THE FEES ASSOCIATED WITH PARKING VIOLATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.
[CoverPage.pdf](#)
[Ord 2021-14 - Parking Citation.pdf](#)

16. ORDINANCES 2nd Reading

- 16.a.** Ordinance 2021-12 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2021 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT WITH WASTE PRO USA, INC; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE. (Exhibit 1)
[CoverPage.pdf](#)
[Ex. 1 - Ordinance 2021-12.pdf](#)
[Ex. 2 - June 29th Waste Pro Agenda Memo.pdf](#)
[Ex. 3 - June 29 Town Commission Meeting Minutes.pdf](#)
[Ex. 4 - 2021 Restated Waste Pro Collection Agreement - Clean.pdf](#)
[Ex. 5 - 2021 Restated Waste Pro Collection Agreement - Redlined.pdf](#)
[Ex. 6 - DRAFT September 28th Town Commission Meeting Minutes.pdf](#)

17. RESOLUTIONS - PUBLIC COMMENTS

- 17.a.** Resolution 2021-61 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH R.T.R. FINANCIAL SERVICES, INC. FOR DEBT COLLECTION SERVICES RELATED TO OUTSTANDING PARKING CITATIONS, UTILIZING THE CITY OF DEERFIELD BEACH CONTRACT PROCURED PURSUANT TO REQUEST FOR PROPOSALS NO. 21-03-JW FOR DEBT COLLECTION SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
[CoverPage.pdf](#)
[Ex 1 Resolution 2021-61 - RTR Financial Piggyback - debt collection.pdf](#)
[EX2- Deerfield Beach Debt Collection Services Contract.pdf](#)
- 17.b.** Resolution 2021-62 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH WILLIAM BOCK FINE ART, LLC, FOR ART RESTORATION AND MAINTENANCE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
[CoverPage.pdf](#)
[EX-1 Lauderdale by the Sea Report.pdf](#)

[EX-2 William Bock Agreement.pdf](#)

[EX-3 William Bock art restoration Resolution.pdf](#)

- 17.c. Resolution 2021-63 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH CONCEPTUAL COMMUNICATIONS, LLC FOR MARKETING AND PUBLIC RELATIONS SERVICES, UTILIZING THE CITY OF WILTON MANORS CONTRACT PROCURED PURSUANT TO REQUEST FOR PROPOSAL NO. 2016.11 FOR MARKETING AND PUBLIC RELATIONS SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[CoverPage.pdf](#)

[Ex 1 Conceptual Communications Final LBTS Agmt 2019 SMP w WA.pdf](#)

[Ex 2 WM Agreement with Conceptual Communications LLC.pdf](#)

[Ex 3 Agency Proposal to WM RFP 2016-11.pdf](#)

[Ex 4 LBTS Piggyback Agreement with Conceptual Communications.pdf](#)

[Ex 5 Reso 2021-63 - Conceptual Piggyback .pdf](#)

- 17.d. Resolution 2021-64 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING LINDA CONNORS AS TOWN MANAGER; APPROVING THE EMPLOYMENT AGREEMENT BETWEEN LINDA CONNORS AND THE TOWN ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

[CoverPage.pdf](#)

[Ex1 Reso 2021-64 appointing Connors - Approval of Agreement.pdf](#)

[Ex1A Linda Connors Employment Agreement 10.24.21.pdf](#)

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO INSURE 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.



Town Commission Agenda Item Report

Meeting Date: October 26, 2021

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title: The Cookie Shop Key to the Town

Explanation: The Cookie Shop, a family-owned and operated bakery at 234 Basin Drive, has become an institution in the Town of Lauderdale- By-The-Sea. After 57 years in Town, Julie and John O'Connor will be closing the shop at the end of October.

John and Julie O'Connor have used their extraordinary culinary skills to make the finest-tasting cooking, cakes, donuts, and delicious apple pies. The business was first opened by John's mother, Garnett O'Connor in 1965, the same year the Commercial Boulevard bridge opened.

The bakery has loyal customers from all over the world, including Switzerland, Germany, France, South America and, most importantly, many residents here in Lauderdale-By-The-Sea.

In 2015, Mayor Scot Sasser, on behalf of the Town Commission and citizens of Lauderdale-By-The-Sea, proclaimed Tuesday, May 12, 2015, as The Cookie Shop Day in Lauderdale-By-The-Sea.

In appreciation of their 57 Years sweetening our community through their business, The Cookie Shop, the Town would like to present Julie and Connor with a key to the Town.

The Cookie Shop will always be in our hearts.



Town Commission Agenda Item Report

Meeting Date: October 26, 2021

Submitted By: Chief Brooke Liddle, AMR

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: AMR September 2021 Safety Report

Recommendation: Approve/Accept

Attachments: EX.1 – AMR September Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
9/17/2021	200 BLK Avalon Ave	17:30:36	17:30:36	17:31:36	00:01:00
9/7/2021	4500 BLK Bougainvillea Dr	10:06:58	10:08:16	10:08:34	00:01:36
9/29/2021	4500 BLK Bougainvillea Dr	14:35:28	14:37:15	14:37:18	00:01:50
9/3/2021	1400 BLK S Ocean Blvd	08:28:43	08:29:01	08:30:39	00:01:56
9/2/2021	Commercial Blvd / Sea Grape Dr	19:41:17	19:41:29	19:43:16	00:01:59
9/22/2021	5100 BLK N Ocean Blvd	07:11:12	07:11:27	07:13:12	00:02:00
9/23/2021	5400 BLK N Ocean Blvd	15:17:59	15:18:07	15:20:01	00:02:02
9/9/2021	5000 BLK N Ocean Blvd	11:33:33	11:33:44	11:35:37	00:02:04
9/10/2021	Commercial Blvd / N Ocean Dr	00:24:57	00:25:23	00:27:04	00:02:07
9/4/2021	4100 BLK Bougainvillea Dr	17:03:00	17:03:20	17:05:10	00:02:10
9/23/2021	5400 BLK N Ocean Blvd	12:58:17	12:58:33	13:00:28	00:02:11
9/4/2021	200 BLK Hibiscus Ave	16:04:17	16:04:20	16:06:32	00:02:15
9/11/2021	4400 BLK N Ocean Dr	21:45:25	21:46:05	21:47:40	00:02:15
9/11/2021	100 BLK Commercial Blvd	16:32:29	16:33:05	16:34:50	00:02:21
9/2/2021	1900 BLK S Ocean Blvd	09:03:35	09:04:01	09:06:00	00:02:25
9/2/2021	5100 BLK N Ocean Blvd	11:04:07	11:04:45	11:06:32	00:02:25
9/30/2021	3900 BLK N Ocean Dr	11:42:25	11:43:12	11:44:53	00:02:28
9/4/2021	1700 BLK S Ocean Blvd	10:02:02	10:02:18	10:04:32	00:02:30
9/28/2021	4600 BLK N Ocean Dr	19:11:28	19:12:26	19:13:58	00:02:30
9/1/2021	2000 BLK S Ocean Blvd	21:40:30	21:40:49	21:43:01	00:02:31
9/1/2021	3900 BLK N Ocean Dr	07:05:37	07:06:15	07:08:10	00:02:33
9/8/2021	El Mar Dr / Pine Ave	08:07:34	08:09:22	08:10:12	00:02:38
9/16/2021	Commercial Blvd / N Ocean Dr	22:23:32	22:24:34	22:26:10	00:02:38
9/9/2021	1500 BLK S Ocean Blvd	07:06:16	07:06:35	07:09:00	00:02:44
9/17/2021	100 BLK Commercial Blvd	21:23:22	21:24:32	21:26:06	00:02:44
9/24/2021	100 BLK Commercial Blvd	13:48:26	13:49:02	13:51:11	00:02:45
9/13/2021	1800 BLK S Ocean Blvd	16:16:51	16:17:02	16:19:36	00:02:45
9/29/2021	100 BLK Commercial Blvd	13:47:21	13:47:51	13:50:08	00:02:47
9/11/2021	4200 BLK Seagrape Dr	15:06:38	15:07:06	15:09:28	00:02:50
9/19/2021	100 BLK Commercial Blvd	16:01:08	16:03:04	16:03:59	00:02:51
9/26/2021	N Ocean Blvd & Pine Ave	13:19:14	13:21:01	13:22:07	00:02:53
9/20/2021	4900 BLK N Ocean Dr	10:50:50	10:51:33	10:53:44	00:02:54
9/13/2021	4600 BLK N Ocean Dr	11:45:41	11:47:35	11:48:36	00:02:55
9/19/2021	4300 BLK N Ocean Dr	18:58:42	18:59:03	19:01:37	00:02:55
9/7/2021	4200 BLK Seagrape Dr	16:57:32	16:57:47	17:00:28	00:02:56
9/25/2021	2000 BLK S Ocean Blvd	10:22:02	10:22:09	10:25:00	00:02:58
9/13/2021	4400 BLK El Mar Dr	01:02:02	01:05:00	01:05:01	00:02:59
9/17/2021	100 BLK Commercial Blvd	20:24:01	20:25:47	20:27:03	00:03:02
9/1/2021	5000 BLK N Ocean Blvd	12:42:58	12:44:24	12:46:01	00:03:03
9/29/2021	1600 BLK S Ocean Blvd	03:49:42	03:49:59	03:52:46	00:03:04
9/18/2021	4500 BLK N Ocean Dr	08:18:31	08:20:29	08:21:36	00:03:05
9/12/2021	4500 BLK Bougainvillea Dr	19:22:46	19:23:09	19:25:52	00:03:06
9/14/2021	100 BLK Commercial Blvd	19:07:24	19:09:45	19:10:30	00:03:06
9/28/2021	Commercial Blvd / El Mar Dr	06:08:10	06:08:48	06:11:16	00:03:06
9/1/2021	1400 BLK S Ocean Blvd	15:48:30	15:48:42	15:51:38	00:03:08
9/11/2021	200 BLK Bombay Ave	10:29:36	10:30:27	10:32:44	00:03:08
9/6/2021	5100 BLK N Ocean Blvd	20:58:18	20:58:31	21:01:27	00:03:09
9/13/2021	4500 BLK Poinciana St	19:44:14	19:45:19	19:47:24	00:03:10
9/16/2021	200 BLK Commercial Blvd	14:09:05	14:10:56	14:12:18	00:03:13
9/10/2021	4600 BLK El Mar Dr	15:02:51	15:04:20	15:06:04	00:03:13
9/30/2021	1400 BLK S Ocean Blvd	19:14:09	19:14:52	19:17:25	00:03:16
9/23/2021	200 BLK Avalon Ave	10:04:36	10:05:21	10:07:55	00:03:19
9/20/2021	5400 BLK N Ocean Blvd	17:29:05	17:30:51	17:32:30	00:03:25

9/14/2021	2000 BLK S Ocean Blvd	11:27:33	11:29:58	11:31:00	00:03:27
9/8/2021	1800 BLK S Ocean Blvd	21:18:32	21:20:18	21:22:01	00:03:29
9/16/2021	200 BLK Corsair Ave	22:02:47	22:03:17	22:06:21	00:03:34
9/19/2021	1500 BLK S Ocean Blvd	13:38:28	13:38:55	13:42:02	00:03:34
9/26/2021	5200 BLK N Ocean Blvd	07:27:55	07:29:06	07:31:31	00:03:36
9/19/2021	1800 BLK S Ocean Blvd	17:38:23	17:40:25	17:42:01	00:03:38
9/29/2021	2000 BLK S Ocean Blvd	17:20:35	17:24:08	17:24:14	00:03:39
9/13/2021	1400 BLK S Ocean Blvd	22:06:26	22:06:33	22:10:08	00:03:42
9/29/2021	5200 BLK N Ocean Blvd	11:35:39	11:38:16	11:39:21	00:03:42
9/3/2021	100 BLK Commercial Blvd	19:04:40	19:06:14	19:08:24	00:03:44
9/8/2021	4300 BLK Sea Grape Dr	16:12:46	16:13:26	16:16:33	00:03:47
9/10/2021	4300 BLK N Ocean Dr	05:53:50	05:55:49	05:57:39	00:03:49
9/8/2021	3900 BLK N Ocean Blvd	12:22:04	12:22:44	12:25:53	00:03:49
9/9/2021	4500 BLK Poinciana St	15:59:48	15:59:57	16:03:40	00:03:52
9/12/2021	1500 BLK S Ocean Blvd	10:14:46	10:15:01	10:18:40	00:03:54
9/5/2021	Commercial Blvd / El Mar Dr	11:37:15	11:37:56	11:41:14	00:03:59
9/5/2021	4400 BLK El Mar Dr	16:25:32	16:26:48	16:29:31	00:03:59
9/24/2021	1500 BLK S Ocean Blvd	06:10:46	06:12:22	06:14:47	00:04:01
9/25/2021	4300 BLK N Ocean Dr	08:53:54	08:54:02	08:58:11	00:04:17
9/20/2021	3900 BLK N Ocean Dr	16:35:49	16:38:04	16:40:09	00:04:20
9/14/2021	1500 BLK Bel-Air Ave	22:25:00	22:26:37	22:29:21	00:04:21
9/30/2021	1500 BLK S Ocean Blvd	09:09:59	09:14:22	09:14:26	00:04:27
9/7/2021	1400 BLK S Ocean Blvd	13:19:05	13:19:19	13:23:34	00:04:29
9/9/2021	4100 BLK El Mar Dr	15:19:54	15:20:00	15:24:26	00:04:32
9/7/2021	200 BLK Commercial Blvd	10:15:32	10:15:32	10:20:05	00:04:33
9/4/2021	1600 BLK E Terra Mar Dr	21:03:18	21:03:24	21:07:52	00:04:34
9/14/2021	4600 BLK W Tradewinds Ave	15:54:42	15:54:42	15:59:19	00:04:37
9/29/2021	1700 BLK S Ocean Blvd	02:47:39	02:48:28	02:52:20	00:04:41
9/20/2021	1600 BLK S Ocean Dr	09:00:02	09:03:48	09:04:49	00:04:47
9/30/2021	1700 BLK S Ocean Blvd	17:53:37	17:53:51	17:59:57	00:06:20
	6 Min or Less = 99%		Average =		00:03:11



Town Commission Agenda Item Report

Meeting Date: October 26, 2021

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: 3rd Quarter Welcome cent Report

Explanation: Attached please find the 3rd Qtr Welcome Center Costs Report for the Commission's review and consideration.

Recommendation: Staff recommends the Commission accept and approve the report.

Attachments:

- Ex.1 - July Welcome Center Cost
- Ex.2 - August Welcome Center Costs
- Ex.3 - September Welcome Center Costs

LBTS Welcome Center
Profit & Loss Statement
Periods: July 2021

Report Prepared By:



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

	1st Qtr	2nd Qtr	July	2021
Income				
Town LBTS Contribution	\$ 13,450.00	\$ 13,900.00	\$ 17,495.94	\$44,845.94
CVB Funds	\$ -	\$ -	\$ -	\$ -
TOTAL INCOME	\$ 13,450.00	\$ 13,900.00	\$ 17,495.94	\$44,845.94
		0		
		0		
Expense		0		
Office Supplies & Expense	\$ 271.52	\$ -	\$ 116.17	\$ 271.52
Welcome Center Bags	\$ 301.71	\$ -	\$ -	\$ 301.71
Gross Visitor Center Wages	\$ 8,502.20	\$ 8,461.84	\$ 3,894.50	\$16,964.04
Bookkeeper Services	\$ 577.53	\$ 572.70	\$ 330.47	\$ 1,150.23
CVB Consultant	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 6,000.00
Office Maintenance	\$ -	\$ 445.46		\$ 445.46
Postage	\$ 69.96	\$ 148.67	\$ 43.21	\$ 218.63
Printing	\$ -	\$ -	\$ -	\$ -
Telephone Expense	\$ 762.44	\$ 761.53	\$ 249.91	\$ 1,523.97
Computer Maintenance	\$ 358.13	\$ 58.94	\$ -	\$ 417.07
TOTAL EXPENSES	\$ 13,843.49	\$ 13,449.14	\$ 5,634.26	\$27,292.63
NET INCOME	(\$393.49)	\$ 450.86	\$ 11,861.68	\$17,553.31

LBTS Welcome Center
Wages Report
Periods: July 2021

	1st Qtr	2nd Qtr	July	2021
Gross Visitor Center Wages/Consultants	\$ 12,079.73	\$ 12,034.54	\$ 5,224.97	\$24,114.27
TOTAL GROSS WAGES	\$ 12,079.73	\$ 12,034.54	\$ 5,224.97	\$24,114.27
	1st Qtr	2nd Qtr	July	2021
TOTAL HOURS FOR MONTH	336	384	162	882

LBTS Welcome Center

Activity Report

Periods: July



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

DATE	MONTH	CATEGORY	2021	2020	2019	# CHANGE
07/31/2021	July	Car Rental Inquiries	38	12	27	26
07/31/2021	July	Diving Inquires	0	18	124	-18
07/31/2021	July	Hotel Accommodation Inquiries	75	886	2,238	-811
07/31/2021	July	Website Active Users of LBTS.com	1,279	922	2,199	357
07/31/2021	July	Visitor Guides Mailed	11	5	31	17
07/31/2021	July	Walk-In Visitors	307	-	846	614

LBTS Welcome Center

Activity Report Summary

Periods: January-July



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

	Category	2021	2020	Change
Year to Date	Car Rental Inquiries	215	125	90
	Diving Inquires	145	270	-125
	Hotel Accommodation Inquiries	4,609	6,128	-1519
	Website Active Users of LBTS.com	11,298	6,900	4398
	Visitor Guides Mailed	101	86	15
	Walk-In Visitors	1,806	2,719	-913

Hours of Operation
July 2021



	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open					10:00 AM	10:00 AM	10:00 AM
Close					4:00 PM	4:00 PM	4:00 PM
Total Hours					6.00	6.00	6.00
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM
Total Hours		6.00	6.00	6.00	6.00	6.00	6.00
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM
Total Hours		6.00	6.00	6.00	6.00	6.00	6.00
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM
Total Hours		6.00	6.00	6.00	6.00	6.00	6.00
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM
Total Hours		6.00	6.00	6.00	6.00	6.00	6.00

July 2021

Daily Statistics	SUNDAYS	MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS	SATURDAYS
Daily Total	0	24	24	24	30	30	30
Daily Average	0	6	6	6	6	6	6.0

Weekly Statistics	Week 1	Week 2	Week 3	Week 4	Week 5
Weekly Total Hours	18	36	36	36	36
Days in Week	3	6	6	6	6

Monthly Statistics

Total Hours of Operation During Month	162	The Chamber is Officially Open with Reduced Hours
Total Days of Operating During Month	27	
Total Days Closed	0	

LBTS Welcome Center
Profit & Loss Statement
Period: August 2021

Report Prepared By:



LAUDERDALE-BY-THE-SEA
 CHAMBER OF COMMERCE

	1st Qtr	2nd Qtr	July	Aug	2021
Income					
Town LBTS Contribution	\$ 13,450.00	\$ 13,900.00	\$ 17,495.94	\$ -	\$ 44,845.94
CVB Funds	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INCOME	\$ 13,450.00	\$ 13,900.00	\$ 17,495.94	\$ -	\$ 44,845.94
		0			
		0			
		0			
Expense					
Office Supplies & Expense	\$ 271.52	\$ -	\$ 116.17	\$ 175.69	\$ 271.52
Welcome Center Bags	\$ 301.71	\$ -	\$ -		\$ 301.71
Gross Visitor Center Wages	\$ 8,502.20	\$ 8,461.84	\$ 3,856.00	\$ 2,707.50	\$ 16,964.04
Bookkeeper Services	\$ 577.53	\$ 572.70	\$ 330.47	\$ 150.00	\$ 1,150.23
CVB Consultant	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00
Office Maintenance	\$ -	\$ 445.46		\$ -	\$ 445.46
Postage	\$ 69.96	\$ 148.67	\$ 43.21	\$ -	\$ 218.63
Printing	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone Expense	\$ 762.44	\$ 761.53	\$ 249.91	\$ 239.80	\$ 1,523.97
Computer Maintenance	\$ 358.13	\$ 58.94	\$ -	\$ -	\$ 417.07
TOTAL EXPENSES	\$ 13,843.49	\$ 13,449.14	\$ 5,595.76	\$ 4,272.99	\$ 27,292.63
NET INCOME	(\$393.49)	\$ 450.86	\$ 11,900.18	\$ (4,272.99)	\$ 17,553.31

LBTS Welcome Center
Wages Report
Period: August 2021

	1st Qtr	2nd Qtr	July	Aug	2021
Gross Visitor Center Wages/Consultants	\$ 12,079.73	\$ 12,034.54	\$ 5,186.47	\$ 3,857.50	\$ 24,114.27
TOTAL GROSS WAGES	\$ 12,079.73	\$ 12,034.54	\$ 5,186.47	\$ 3,857.50	\$ 24,114.27
	1st Qtr	2nd Qtr	July	Aug	2021
TOTAL HOURS FOR MONTH	336	384	162	156	852

LBTS Welcome Center

Activity Report

Periods: Aug



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

DATE	MONTH	CATEGORY	2021	2020	2019	# CHANGE
08/31/2021	August	Car Rental Inquiries	9	30	35	21
08/31/2021	August	Diving Inquires	-	19	35	19
08/31/2021	August	Hotel Accommodation Inquiries	35	58	85	23
08/31/2021	August	Website Visits LBTS.com	615	8,577	8,610	7962
08/31/2021	August	Visitor Guides Mailed	15	115	160	100
08/31/2021	August	Walk-In Visitors	217	1,112	1,024	895

LBTS Welcome Center

Activity Report Summary

Periods: January-July



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

Category		2021	2020	Change
Year to Date	Car Rental Inquiries	262	125	137
	Diving Inquires	145	270	-125
	Hotel Accommodation Inquiries	4,719	6,128	-1409
	Website Active Users of LBTS.com	11,913	6,900	5013
	Visitor Guides Mailed	116	86	30
	Walk-In Visitors	2,023	2,719	-696

Total Days of Operating During Month 22
Total Days Closed 0

Hours of Operation
August 2021



	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM
Total Hours		6.00	6.00	6.00	6.00	6.00	6.00
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM
Total Hours		6.00	6.00	6.00	6.00	6.00	6.00
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM
Total Hours		6.00	6.00	6.00	6.00	6.00	6.00
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM
Total Hours		6.00	6.00	6.00	6.00	6.00	6.00
Open		10:00 AM	10:00 AM				
Close		4:00 PM	4:00 PM				
Total Hours		6.00	6.00				

August 2021

Daily Statistics	SUNDAYS	MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS	SATURDAYS
Daily Total	0	30	30	24	24	24	24
Daily Average	0	6	6	6	6	6	6.0

Weekly Statistics	Week 1	Week 2	Week 3	Week 4	Week 5
Weekly Total Hours	36	36	36	36	12
Days in Week	6	6	6	6	6

Monthly Statistics

Total Hours of Operation During Month	156	The Chamber is Officially Open with Reduced Hours
Total Days of Operating During Month	30	
Total Days Closed	0	

LBTS Welcome Center
Profit & Loss Statement
Period: 3rd Qtr 2021

Report Prepared By:



LAUDERDALE-BY-THE-SEA
 CHAMBER OF COMMERCE

	1st Qtr	2nd Qtr	3rd Qtr	July	Aug	September	2021
Income							
Town LBTS Contribution	\$ 13,450.00	\$ 13,900.00	\$ 17,495.94	17495.94	\$ -	\$ -	\$ 44,845.94
CVB Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INCOME	\$ 13,450.00	\$ 13,900.00	\$ 17,495.94	\$ 17,495.94	\$ -	\$ -	\$ 44,845.94
Expense							
Office Supplies & Expense	\$ 271.52	\$ -	\$ 291.86	\$ 116.17	\$ 175.69	\$ -	\$ 271.52
Welcome Center Bags	\$ 301.71	\$ -	\$ -	\$ -			\$ 301.71
Gross Visitor Center Wages	\$ 8,502.20	\$ 8,461.84	\$ 9,416.50	\$ 3,856.00	\$ 2,707.50	\$ 2,853.00	\$ 16,964.04
Bookkeeper Services	\$ 577.53	\$ 572.70	\$ 630.47	\$ 330.47	\$ 150.00	\$ 150.00	\$ 1,150.23
CVB Consultant	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 6,000.00
Workers Comp Ins						\$ 231.00	\$ -
Office Maintenance	\$ -	\$ 445.46	\$ -	\$ -	\$ -	\$ -	\$ 445.46
Postage	\$ 69.96	\$ 148.67	\$ 43.21	\$ 43.21	\$ -	\$ -	\$ 218.63
Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone Expense	\$ 762.44	\$ 761.53	\$ 729.51	\$ 249.91	\$ 239.80	\$ 239.80	\$ 1,523.97
Computer Maintenance	\$ 358.13	\$ 58.94	\$ -	\$ -	\$ -	\$ -	\$ 417.07
TOTAL EXPENSES	\$ 13,843.49	\$ 13,449.14	\$ 13,342.55	\$ 5,595.76	\$ 4,272.99	\$ 3,473.80	\$ 27,292.63
NET INCOME	(\$393.49)	\$ 450.86	\$ 4,153.39	\$ 11,900.18	\$ (4,272.99)	\$ (3,473.80)	\$17,553.31

LBTS Welcome Center
Wages Report
Period: September 2021

	1st Qtr	2nd Qtr	3rd Qtr	July	Aug	September	2021
Gross Visitor Center Wages/Consultants	\$ 12,079.73	\$ 12,034.54	\$ 12,046.97	\$ 5,186.47	\$ 3,857.50	\$ 3,003.00	\$ 24,114.27
TOTAL GROSS WAGES	\$ 12,079.73	\$ 12,034.54	\$ 12,046.97	\$ 5,186.47	\$ 3,857.50	\$ 3,003.00	\$ 24,114.27
	1st Qtr	2nd Qtr	3rd Qtr	July	Aug	September	2021
TOTAL HOURS FOR MONTH	336	384	462	162	156	144	720

LBTS Welcome Center

Activity Report

Periods: September



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

DATE	MONTH	CATEGORY	2021	2020	2019	# CHANGE
09/30/2021	September	Car Rental Inquiries	4	37	43	-37
09/30/2021	September	Diving Inquires	-	24	29	-24
09/30/2021	September	Hotel Accommodation Inquiries	82	69	91	-69
09/30/2021	September	Website Visits LBTS.com	1,321	7,724	8,524	-7724
09/30/2021	September	Relocation Inquiries	-	10	9	-10
09/30/2021	September	Visitor Guides Mailed	15	118	176	-118
09/30/2021	September	Walk-In Visitors	199	818	849	-818

LBTS Welcome Center

Activity Report Summary

Periods: September



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

Category		2021	2020	Change
Year to Date	Car Rental Inquiries	266	37	-229
	Diving Inquires	145	24	-121
	Hotel Accommodation Inquiries	4,801	69	-4732
	Website Active Users of LBTS.com	18,850	7,724	-11126
	Visitor Guides Mailed	131	118	-13
	Walk-In Visitors	2,222	818	-1404

Hours of Operation
September 2021



	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open				10:00 AM	10:00 AM	10:00 AM	10:00 AM
Close				4:00 PM	4:00 PM	4:00 PM	4:00 PM
Total Hours				6.00	6.00	6.00	6.00
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM
Total Hours		6.00	6.00	6.00	6.00	6.00	6.00
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	
Total Hours		6.00	6.00	6.00	6.00	6.00	
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM		
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM		
Total Hours		6.00	6.00	6.00	6.00		
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM		
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM		
Total Hours		6.00	6.00	6.00	6.00		

September 2021

Daily Statistics	SUNDAYS	MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS	SATURDAYS
Daily Total	0	24	24	30	30	24	12
Daily Average	0	6	6	6	6	6	6

Weekly Statistics	Week 1	Week 2	Week 3	Week 4	Week 5
Weekly Total Hours	24	36	30	30	24
Days in Week	3	5	5	5	4

Monthly Statistics

Total Hours of Operation During Month	144	The Chamber is Officially Open with Reduced Hours
Total Days of Operating During Month	22	
Total Days Closed	0	



Town Commission Agenda Item Report

Meeting Date: October 26, 2021

Submitted By: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of the following minutes:

- September 28, 2021 2nd Public Budget Hearing Minutes
- September 28, 2021 Town Commission Meeting Minutes
- October 4, 2021 Special Town Commission Meeting Minutes
- October 12, 2021 Town Commission Meeting Minutes

Recommendation: Accept / Approve

Attachments:

- Ex.1 – September 28, 2021 Public Budget Hearing Minutes
- Ex.2 – September 28, 2021 Town Commission Meeting Minutes
- Ex.3 – October 4, 2021 Special Town Commission Meeting Minutes
- Ex.4 – October 12, 2021 Town Commission Meeting Minutes

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
2nd PUBLIC BUDGET HEARING MINUTES
VIRTUAL MEETING
TUESDAY, SEPTEMBER 28, 2021
6:00 P.M.

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:00 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Public Works Director Ken Rubach, Director of Finance and Budget Lucila Lang, Town Engineer Jay Flynn, Acting Development Services Director Jhanelle Campbell, Planner Sue Leven, Special Events and Marketing Manager Debbie Hime, Public Information Officer/IT Administrator Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Ann Marchetti, resident, emphasized the value of the Farmers’ Market to the Town’s residents and visitors. She described the market as an economic development issue and strongly recommended that it remain in the Town’s budget.

Town Clerk Tedra Allen read the following written public comment:

- Barbara Cole, resident, advocated for Commission approval of the rolled back millage rate

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

Interim Town Manager Linda Connors clarified that the fiscal year (FY) 2021/2022 budget includes funding for the Farmers’ Market so the Town can consider different alternatives and improvements.

Vice Mayor Oldaker observed that the intent of Florida’s homestead law is to protect homesteaded individuals who live in Florida on a full-time basis, as reflected in the State Constitution. He added that it is necessary for the Town to sustain sufficient revenue to

keep the Town moving forward as well as to address expected and unexpected budget expenditures in future years.

4. RESOLUTIONS

- a. Resolution 2021-53 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL TOWN AD VALOREM TAX MILLAGE RATE AT 3.3923 MILLS PER THOUSAND DOLLARS OF TAXABLE ASSESSED VALUE, WHICH IS 0.00% ABOVE THE ROLLED BACK MILLAGE RATE OF 3.3923 MILLS COMPUTED PURSUANT TO STATE LAW, FOR THE 2021 TAX YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

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

Mayor Vincent commented that he remained in favor of the rolled back rate of 3.3923 for the same reasons he had stated during previous budget discussions. He noted that the Town collects approximately 97.5% of its ad valorem taxes, which would likely allow for a surplus to carry over into the next fiscal year.

Commissioner Sokolow stated the collection rate by which ad valorem taxes are budgeted is determined by state law. He also clarified that he had not voted against the tentative millage rate at the first budget hearing, although he had voted against establishing that rate during the original discussion of this issue, as he opposed locking the Town into a rate that could not be raised during the budgeting process.

Commissioner Sokolow also addressed a comment referring to public notice of the budget and millage rate discussion in the *Sun-Sentinel*. Town Attorney Susan Trevarthen confirmed that this public notice was valid, as it was not required to state “notice of tax increase;” however, inclusion of this statement did not invalidate the advertisement.

Commissioner Sokolow made a motion, seconded by Commissioner Strauss, to adopt the millage rate of 3.3923 mills per thousand dollars of taxable assessed value, which is 0% above the rolled back millage rate. Motion carried 4-1 (Vice Mayor Oldaker dissenting).

b. Resolution 2021-054 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE ATTACHED FINAL TOWN BUDGET FOR THE 2021/2022 FISCAL YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

Director of Budget and Finance Lucila Lang noted that the budget was revised in response to direction provided by the Commission at the previous budget hearing. This includes retention of a lobbyist for FY 2021/2022, which will account for \$30,000 of the \$40,000 Professional Services line item in the General Fund. The remaining \$10,000 will provide the Commission with flexibility for any future projects.

Vice Mayor Oldaker advised that there are both firm and flexible budgeted numbers reflected in the budget, some of the budgeted funds may or may not be spent. If they are not spent, this could result in a surplus for the Town in the following year. Funds may be adjusted or moved during the year through the budget amendment process if necessary.

Commissioner Sokolow commended Staff on their work on the budget.

Commissioner Malkoon advised that when an Item is brought forward at the regular meeting regarding the fire audit report, the Commission may wish to instruct their lobbyist and/or grant writer to consider potential funding from the state for this item.

Mayor Vincent thanked Staff and the Commission for their discussion of and work on the final budget.

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

5. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 6:18 p.m.

Lauderdale-By-The-Sea
Second Public Budget Hearing
September 28, 2021

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, September 28, 2021
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Public Works Director Ken Rubach, Director of Finance and Budget Lucila Lang, Acting Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, Human Resources Manager Lisa Slagle, Public Information Officer/IT Administrator Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

All present observed a moment of silence

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent noted that Item 17a will be deferred to the October 12, 2021 meeting. Item 17d will be heard prior to Presentations on tonight’s Agenda. Item 18a will be heard immediately following 17d, also before Presentations. Item 13b will be moved to the Consent Agenda as 11e.

17. RESOLUTIONS – PUBLIC COMMENTS

d. Resolution 2021-58 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AGREEMENTS WITH HUMANA FOR MEDICAL, VISION, AND DENTAL INSURANCE; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

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

Human Resources Manager Lisa Slagle advised that the Town received a bid from Humana which will save approximately \$106,000 for health insurance across the board. This plan is comparable to the current plan with United Healthcare. No benefits would be lost in the change.

The Town's life insurance will remain with Lincoln Financial, with which they still have a contract for another year with the possibility of an extension. There will be no increases to this insurance. Although elected officials were previously limited to \$50,000 life insurance, the Town may increase this amount to \$100,000 if that is the Commission's desire. The cost of this change will be less than \$1100/year.

Some additional paperwork and a physical examination will be required for evidence of insurability. It will then be left to the carrier's discretion whether or not to increase the amount of insurance for each individual from the current \$50,000.

Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to approve Resolution 2021-58 with the ability to apply for an increase if the Commissioners so desire. Motion carried 5-0.

18. QUASI JUDICIAL PUBLIC HEARINGS

Town Attorney Trevarthen explained the procedures for the hearing of quasi-judicial items, and the Commissioners disclosed any ex parte communications on the Item. Individuals wishing to speak on the Items were sworn in at this time.

a. Site Plan Modification for 4404 Bougainvillea Drive (a/k/a 217 Commercial Boulevard – Delacaseas Restaurant) 2021-L2-SPM-01

Acting Development Services Manager Jhanelle Campbell stated that the request is for Site Plan modification at Delacaseas restaurant. The Applicant proposes to expand the restaurant into the adjacent space to the south of the existing building.

Parking was evaluated as part of the proposed Site Plan, as it affects the intensity of the site. The expansion triggered a parking increase of two spaces. The two spaces now required were approved through the Payment in Lieu of Parking (PILOP) program, for which the Applicant has completed an application and elected to pay a fee over the first three years. The Town has already received the Applicant's first payment.

Staff scheduled an additional Planning and Zoning Board meeting to ensure that his application moved through the process as quickly as possible. The Item was presented at the September 15, 2021 Board meeting and recommended for approval; however, the Planning and Zoning Board also requested that the Commission identify a source of funds to cover the costs of PILOP spaces for businesses located west of North Ocean Drive until December 31, 2021. If this request is approved, the payment made by the Applicant would be refunded.

Paul Mangiardi, Applicant, advised that he was not yet certain how much seating space would be added by the expansion of the restaurant, as he will also need space for the sale of additional items. He planned to add a counter and possibly two tables, but did not know how large the service area would be until he can install a walkway from the dining area into the expansion area. Acting Development Services Director Campbell noted that the request was for an additional 367 sq. ft., which generated the need for the two parking spaces.

Mayor Vincent observed that the PILOP program has been in effect since 2017 and there are other businesses that have already paid into this program. For this reason, he did not feel it would be appropriate to refund the Applicant his payment unless the PILOP program is rescinded in the future, in which case all participants' monies would be returned to them.

Commissioner Sokolow commented that in 2017, he had not been in favor of instituting the PILOP program, as no new parking spaces were being created. He pointed out, however, that he was now not in favor of eliminating the PILOP program until a resolution has been established for the disposal of a number of parking spaces on Commercial Boulevard. For this reason, he was in favor of approving the Site Plan modification request including the two PILOP spaces.

Commissioner Strauss asked if there was a possibility of extending the PILOP fee to cover a longer period of time, which could make it more palatable for the business. Acting Development Services Director Campbell advised that this would require a Code Amendment.

At this time Mayor Vincent opened public comment.

Ann Marchetti, resident, reminded the Commission that small businesses continue to operate under extenuating circumstances due to the COVID-19 pandemic. She felt the goal should be to help the Applicant's business succeed without further funding delays.

Fred Powell-Haig, resident, also spoke in support of the Application, noting that the restaurant has greatly benefited the Community Church.

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

Commissioner Sokolow made a motion, seconded by Commissioner Strauss, to approve Site Plan modification as presented with no changes to the PILOP program. Motion carried 5-0.

5. PRESENTATIONS

a. 2021 Fire Prevention Week Proclamation

Mayor Vincent read a Proclamation recognizing the week of October 3-9, 2021, as Fire Prevention Week. Chief Judson Hopping accepted the Proclamation on behalf of the Town's Volunteer Fire Department (VFD).

b. Operations Audits of the Lauderdale-By-The-Sea Volunteer Fire Department Presentation

Assistant to the Town Manager Neysa Herrera explained that the VFD's audit was begun by Matrix Consulting Group. The process includes interviews with elected officials, Town Staff, the public, and members of the VFD in order to have a better understanding of the organizational structure. She emphasized that the document is currently in draft form, with the intent of including more feedback from these sources. A final report will be presented to the Commission at a later date for adoption.

Robert Finn, representing the Matrix Consulting Group, advised that he was the lead analyst for the operations audit, which includes a brief overview of findings and recommendations related to the fire study. The objective of the study was to determine how well the VFD is working from both an organizational perspective as well as their overall services as part of Broward County's regional response system.

The process began with input from elected officials, Town Staff, and VFD personnel at all levels, followed by a full assessment and profile that were distributed to the Interim Town Manager and Fire Department to ensure accuracy before findings and recommendations were developed. Findings determined that call demand is relatively

low, with approximately 550 calls per year over the last three years. Alarms and fire calls account for 31% of the total.

Call processing through the Broward County Dispatch Center takes slightly longer than 2021 industry standards, although it was noted that call processing protocols have changed due to the COVID-19 pandemic. These protocols have increased processing times from slightly over one minute to just over two minutes. Turnout times, which account for the time from when dispatch informs the station of a call to when vehicles leave the station, are at just over three minutes 90% of the time against an industry standard of one minute 20 seconds for fully staffed stations.

Travel time varies according to traffic and distance, and is consistently below six minutes 90% of the time. There was no determination of need for an additional station. The unit hour utilization for the engine is at 2%, which shows no need for the staffing of additional units. Insurance services organizations have rated the VFD at 2, with 1 being the highest possible score. Insurance rates are typically the same for residents within a rating range of 1 to 3.

Vehicles from the Fire Station can reach most of the Town within under four minutes 90% of the time, using existing roads, center lines, and speed limits. Travel time extends to five minutes 30 seconds only in a small northwest portion of the Town. The Fire Station is well-located to cover the majority of the Town. First unit travel time is typically six minutes, which increases to nine or ten minutes when turnout time is included.

Lauderdale-By-The-Sea is well-positioned within the regional system, with proximity to Pompano Beach and Fort Lauderdale as primary regional response partners. Within eight minutes, as many as 26 to 32 respondents can be on a scene if all units are called in a timely fashion.

Recommendations were broken down into the following areas:

- Emergency response system: add performance standards for turnout and travel time to contracts; current staffing is appropriate for first unit response to the majority of call types
- Organization of the VFD: duties and reporting relationships are consistent with a traditional Fire Department; positions are appointed rather than voted upon, which provides greater stability of command and consistency of titles; a succession plan in fire prevention is recommended; annual evaluation of calls is recommended to ensure that life safety education matches risks within the Town

- Training: an increase was recommended, as there is little training between Fort Lauderdale and Pompano Beach; it was recommended that different local be aware of each other's capabilities as part of the same County response system; the training program should be evaluated annually
- Contracts: more detail was recommended regarding the frequency and expectations of beach patrol; an assistant Fire Marshal may be recommended for succession planning, as well as a clear definition of the Chief's position and relationship with other personnel; annual audit of revenue and expenses; apparatus and vehicle inventory plan and replacement plan are also encouraged, as well as budgeting for these capital improvements; performance indicators for turnout and travel times are recommended
- Facilities: there are no dedicated living/sleeping quarters or means to prepare meals at the station; apparatus and equipment are stored outside without security; no exhaust system in bays; options include expansion across the back parking lot or onto recreational space; challenges include loss of 23 parking spaces

Mayor Vincent advised that no action would be taken on the report at tonight's meeting, as it is in draft form and public participation has yet to be incorporated into the document. Volunteer firefighters and members of the public are encouraged to email or call Assistant to the Town Manager Herrera to provide their input.

Interim Town Manager Connors noted that the Town Manager Report includes a letter that has been prepared to extend the Town's contract with the VFD for 90 days so the Town can consider how to move forward. The Town has been awaiting the audit to determine whether or not there are changes that could be made to improve the contract for both the Town and the VFD. Another option would be to approve the contract for one year, with the knowledge that the Town will further analyze the report and make improvements over that year. The Commission may also extend the contract for 180 days. Staff recommends approval of the contract for one year, with improvements to be made.

Mayor Vincent indicated his support for the one-year contract approval as well, with the intent of making improvements recommended by the audit.

Vice Mayor Oldaker commented that the report is likely to result in duplicate questions from the public, and suggested that the online platform reflect frequently asked questions and answers. Interim Town Manager Connors confirmed that this may be possible, or the Town may wish to share questions with the consultant, followed by a

workshop to identify issues to be considered for the next contract. Mayor Vincent recommended that the consultant discuss the forthcoming fire assessment study with the Interim Town Manager and Town Attorney.

Commissioner Malkoon asked if the consultant will review the VFD's standard operating procedures. Mr. Finn replied that while this was not included in the original scope of work, by-laws and other standard documentation can be reviewed to determine whether changes should be made.

Commissioner Malkoon also asked if reviews of certain calls have been made as part of the draft report. Mr. Finn advised that post-incident analysis of this nature is typically done with crews from all responding organizations, including dispatch. He recommended that post-incident analyses continue to be done by these organizations.

Commissioner Malkoon also addressed facilities recommendations, noting that while the Town focuses closely on paying as they go rather than accruing debt, they may wish to reconsider this stance with respect to public safety facilities. He noted that savings or grant funds may be used toward these improvements.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following written comments:

- Barbara Cole, resident, addressed the issues identified in the draft audit report, including improvements to the VFD station. Rather than seeking grant or public/private funds for these upgrades, she recommended that the Town seek services from either Fort Lauderdale's or Pompano Beach's fire stations.
- Ms. Cole also addressed Item 18a, stating that the Applicant should be offered assistance in expanding his business and suggesting that the parking requirement be removed for this and other properties participating in the Town's PILOP program, as there is the possibility of expanding Downtown sidewalk café space on a permanent basis.

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. August Finance Report

The Commissioners accepted the report without discussion.

b. Town Manager Report

Interim Town Manager Connors stated that she and Commissioner Strauss have met with Carlos Giannos of Blue Moon Fish Company to discuss bringing Water Taxi service in Lauderdale-By-The-Sea. Mr. Giannos has secured commitments from Water Taxi in both Fort Lauderdale and Pompano Beach, both of which have submitted the applications necessary for the expansion of the dock. Development Services is reviewing these applications and hopes to present them to the Planning and Zoning Board in November and the Commission in December 2021.

The Town's beach renourishment program has begun, with pre-construction meetings held with Fort Lauderdale and Pompano Beach to address water interconnectivity for emergencies.

U.S. Senator Marco Rubio has announced mobile office hours on Wednesday, September 29, 2021 for any residents who wish to speak to representatives of his office. The representatives will be available in the Town Hall Conference Room from 3:00 to 4:30 p.m.

Staff requested the Commission's consideration of canceling the second meeting in November 2021, which would fall on the same week as Thanksgiving. The Commissioners agreed by consensus to cancel this meeting.

Interim Town Manager Connors recognized the work of Human Resources Manager Lisa Slagle toward the Town's insurance plan.

Interim Town Manager Connors concluded that consultant Steven Fett will be available at 6:30 p.m. on October 4, 2021 to discuss potential alternatives for the Downtown area. The Commission and the public are invited to provide their input.

Carlos Giannos, representing the property owner of 4403 Tradewinds Avenue, advised that the Blue Moon Fish Company hopes to increase its exposure in the Town. This expansion may include dock repairs and other improvements to accommodate Water Taxi service. Commissioner Strauss noted Interim Town Manager Connors' efforts toward bringing this service to Lauderdale-By-The-Sea.

9. TOWN ATTORNEY REPORT

Town Attorney Trevarthen recalled that at a previous meeting, the Commission had indicated a desire for more regular reporting on pending state legislation. The Town has received a report from lobbyist Ericks Consulting which lists numerous bills underway in the State Legislature. These include bills that would restore local authority over vacation rentals and regulation of smoking in public places, as well as bills that would preempt how local governments train their workforces.

Town Attorney Trevarthen noted that additional resources on these proposals are available from the Florida League of Cities and other entities. Links to these resources will be placed on the Town's website so interested parties may follow the legislation.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

- a. Lauderdale-By-The-Sea Garden Club request for Jarvis Hall Use and Parking Permits in Fiscal Year 22**
- b. Lauderdale-By-The-Sea Woman's Club request for Jarvis Hall Use and Parking Permit Request for FY 22**
- c. Christmas-By-The-Sea Wednesday, December 1, 2021**
- d. Hardship Parking Permits**
- e. Special Event Application for Ragnar Relay South Florida Event on Saturday, March 9, 2022 (formerly Item 13b)**

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve Items 11a, 11b, 11c, 11d, and 11e. Motion carried 5-0.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. Special Event Application for Chanukah Festival Sunday, December 5, 2021

Special Events and Marketing Manager Debbie Hime explained that this Item was separate from the Consent Agenda, as the Applicant has requested Town sponsorship of the event. The proposed amount would be \$2000. Aruba's restaurant has offered to have their staff assist with the event as needed. Staff recommends approval without sponsorship.

Interim Town Manager Connors added that Staff recommends funding of \$656.75, which would waive the application fee without co-sponsoring the event.

Commissioner Sokolow made a motion, seconded by Commissioner Strauss, to approve and waive the \$656.75 application fee. Motion carried 5-0.

14. COMMISSIONER COMMENTS

Vice Mayor Oldaker recommended continued caution during hurricane season.

15. ORDINANCES 1ST READING

a. Ordinance 2021-12 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2021 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT WITH WASTE PRO USA, INC.; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

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

Assistant to the Town Manager Neysa Herrera stated that this agreement was first entered into in 2009 between the Town and Waste Pro, Inc. To date, the Town has exercised two of its renewal options; the item presented tonight is the third and final renewal option.

A related item was brought forward by the Interim Town Manager at the June 27, 2021 meeting to outline service improvements and new contractual rates. At that time, the Commission authorized the Interim Town Manager to bring back a five-year renewal agreement with Waste Pro.

Ordinance 2021-12 would approve the 2021 restated agreement, which would begin on November 1, 2021. Waste Pro has received a copy of the draft agreement and has agreed to its terms. Changes and additions to the contract include:

- Language referring to yard waste removal has been removed
- Hours of commercial property collection now begin at 6 a.m. Monday through Sunday
- The Town has negotiated the availability of a dedicated truck for solid waste collection and residential recycling to avoid commingling issues
- A contracted representative will be available to Town Staff
- Equipment must be maintained in good repair with routine inspections, as well as an annual maintenance plan to be approved by the Town
- Work days are amended from Monday through Saturday to Monday through Sunday

Farid Abuchaibe, Division Manager for Waste Pro, Inc., stated that the company considered the Town's growth in making changes to the contract for both residential and commercial service.

Commissioner Malkoon made a motion, seconded by Vice Mayor Oldaker, to approve Ordinance 2021-12 and authorize the Interim Town Manager to execute the five-year contract extension with Waste Pro, Inc. Motion carried 5-0.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2021-55 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY FOR MUNICIPAL ELECTIONS; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

This Item was deferred to the October 12, 2021 meeting.

- b. Resolution 2021-56 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE AMENDED SCHEDULE OF PARKING FEES AND METER RATES; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE.**

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

Public Works Director Ken Rubach stated that Staff regularly speaks with neighboring municipalities to determine average parking fees, meter rates, and citation fees. The Town's beachside parking rates are significantly lower than those of surrounding communities, which is an asset for the Town. As a result, Staff recommends that rates be raised to \$3 in areas east of Seagrape Drive, which constitute Downtown and beach parking. The daily rate would increase from \$12 to \$16. Rates west of Seagrape Drive will remain the same, including resident rates.

Staff is also seeking Commission direction regarding the potential increase of citation fees from \$25 to \$30. This would require a separate Resolution.

Vice Mayor Oldaker addressed the parking violation of full-sized vehicles using No Cars spaces, and recommended that this be added as a violation category, as these spaces were designed specifically to accommodate golf carts, compact cars, motorcycles, and other types of smaller vehicles. He felt the \$25 to \$30 fee was insufficient for this violation.

Mayor Vincent advised that his only concern was for beachgoers crossing the bridge rather than parking closer at a higher rate. He recommended that this be monitored by the Town. He agreed with Vice Mayor Oldaker that the parking of inappropriate vehicles

in clearly marked spaces should be a violation. He was not in favor of raising citation fees above \$25.

Commissioner Strauss did not object to raising the citation fee to \$30, which he felt was commensurate with the increase of parking fees to \$3. He also suggested that an enhanced fine accompany the use of electric vehicle (EV) parking spaces by non-EV vehicles.

Vice Mayor Oldaker asked for clarification of how a parking violation, such as a bumper over the line, is determined. Public Works Director Rubach explained that Parking Staff are trained and certified to issue tickets, including training on judgment calls of this nature. Parking Staff maintains a good working relationship with the public.

Commissioner Sokolow made a motion, seconded by Commissioner Strauss, to approve Resolution 2021-56, authorizing the implementation of new parking rates effective January 1, 2022. Motion carried 5-0.

The Commission further addressed the increase of citation fees, which would require a separate Resolution to be brought back at a later date. It was noted that Fort Lauderdale's citation fees are \$40, while Pompano Beach's fees are \$45 and Deerfield Beach's fees are \$30. Commissioner Strauss pointed out that the fee for violations in the Town's privately operated parking lots is \$35.

The Commissioners agreed by consensus to raise the citation fee in Town parking lots to \$35, with a golf cart space violation fee of \$40.

c. Resolution 2021-57 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AGREEMENTS WITH PREFERRED GOVERNMENTAL INSURANCE TRUST FOR PROPERTY, LIABILITY, AND WORKERS' COMPENSATION INSURANCE; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

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

Finance Director Lucila Lang advised that the Town has been with Preferred Government Insurance Trust (PGIT) since 2017. The quote received for FY 2021/2022

is slightly higher than in the last two years; however, the insurance rate did not increase during those years. A quote was also obtained from Florida Municipal Insurance Trust (FMIT), which was just over \$10,000 less than the PGIT quote; however, the limit with PGIT is \$2 million, while the FMIT limit is \$1 million. Staff recommends that the Town remain with PGIT.

Commissioner Malkoon made a motion, seconded by Vice Mayor Oldaker, to approve Resolution 2021-57. Motion carried 5-0.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:31 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date

**TOWN OF LAUDERDALE-BY-THE-SEA
SPECIAL TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Monday, October 4, 2021
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Public Works Director Ken Rubach, Director of Finance and Budget Lucila Lang, Public Information Officer/IT Administrator Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. PUBLIC COMMENT

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that tonight’s special meeting should have been held in a roundtable format to discuss the Downtown expansion alone. She felt that the “Parking Opportunities” item should have been discussed separately, and concluded that the Town does not have a parking problem.

Ann Marchetti, resident, agreed with Ms. Cole’s statement that the meeting should focus on the expansion of outdoor dining at Downtown restaurants rather than commingled with parking concerns. She also recommended extending the October 2021 deadline by which the outdoor dining expansion is scheduled to end.

Todd Zimmer, business owner, emphasized that what has happened to the Town east of A1A should also be allowed to occur in the west. He also felt parking is a separate discussion from outside dining, and was in favor of commonality between outdoor barriers, tables, or other furniture to show contiguous use among businesses.

John Boutin, business owner, agreed that parking and outdoor dining are two separate issues. He felt the Downtown configuration changes should be made permanent. He was also in favor of both proposed Resolutions.

Bill Ciani, resident, was not in favor of the proposed elimination of parking spaces, as this could harm his Downtown tenants' businesses. He suggested that sidewalks could be beautified, and tables could be added to the outdoor dining area without taking away parking spaces.

Mark Pearson, resident, recalled that earlier during the COVID-19 pandemic, he had been a proponent of the Downtown changes to expand outdoor seating. At this time, however, he felt parking on Commercial Boulevard should be restored during the day.

Town Clerk Tedra Allen read the following written comments:

- Roseann Minnet, resident, was in favor of using the parking spaces east of A1A on Commercial Boulevard for sidewalk café expansion, and noted that many people use means of transportation that do not require parking; she was not in favor of allowing businesses to permanently use the Pavilion
- Diana Kugler, resident, was not in favor of giving any part of the Plaza to a restaurant indefinitely, and recommended reacquiring the parking in front of Downtown businesses rather than paying for additional parking
- Stuart Dodd, resident, recalled that in 2014 the Town invested in a parking study, which the current Commission has not discussed; he noted that ride sharing services have altered the way people travel
- Susie Wojtowicz, resident, expressed concern with the parking proposals on the agenda, including the purchase of lots, as the additional traffic would be a safety issue and negatively affect the Town's small-town atmosphere
- Denise Lambert, resident, was not in favor of purchasing lots for additional parking, as the Aruba lot is already used for this purpose and the Holiday Inn area would not benefit residents
- Denitza Goff, business owner, felt reduced parking Downtown is harming existing businesses and the Town and businesses are losing money
- Peggy Mohler, resident, noted that the Aruba restaurant maintains and cleans the outdoor dining area in the Plaza; she supported the proposed extension of outdoor dining and felt the Town should seek more feedback on the expansion of parking
- Tracy Plunkett, resident, felt the Town has sufficient parking and did not need to encourage more traffic, and recommended taking back Downtown parking in front of businesses; she was not in favor of "growing" the Town
- John Graziano, resident, advised that whatever decision is made regarding the configuration of the commercial district would not dramatically affect the Town's overall parking or finances; however, it would affect traffic activity and pedestrian safety, including the A1A/Commercial Boulevard intersection

- Wayne Dillistin, resident, stated that he opposed the purchase of any lots for additional parking, as well as the expansion of outdoor dining into former parking spaces, and recommended continued use of the Plaza by restaurants

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

4. PRESENTATION

a. Downtown Reconfiguration Discussion

Interim Town Manager Linda Connors explained that the provision of space for additional outdoor dining has benefited the Town's Downtown restaurants during the pandemic. At the end of June 2021, the Commission asked Staff to look into options for possible permanent expansion. She had reached out to consultant Steven Fett, who had designed the original reconfiguration of Downtown and Commercial Boulevard, to discuss how to make these changes permanent, including the continued use of parking spaces for outdoor dining.

Mr. Fett recalled that the Downtown reconfiguration occurred approximately 10 years ago. Today's discussion is focused on the block between A1A and El Mar Drive, and potential ways to allow more formal dining opportunities for these businesses. He noted that there are three proposed schemes for this area, which would have low, medium, or high impact either financially or through the level of permanence. He emphasized that the proposals are intended to facilitate discussion.

The low-impact proposal for reconfiguration includes areas Mr. Fett described as "parklets," which are quick, low-cost, and effective ways to create public space. These units can be built off-site and brought into Commercial Boulevard to provide seating. The intent is for businesses to work with the Town to place these areas in front of their locations, where they would be movable and could allow some parking to continue.

Parklets are designed with themed elements, such as umbrella awnings, railings, seating, and other aspects. They also provide an opportunity for advertisement, branding, signage, and limited lighting.

The medium-impact proposal would require a larger financial investment and a more semi-permanent addition. Elements such as beach chairs and a wooden deck could be included, as well as retractable awnings that would provide for the preparation of

facilities for hurricanes or other storm events. Planters would serve as a buffer for traffic. The deck would be at grade with the sidewalk so individuals would not have to step down into parking spaces. The wood used would be of a sufficiently high grade to prevent decay. Curbs and gutters could be hosed beneath the deck. This space could also be lighted and/or branded.

The high-impact proposal would feature permanent building and rebuilding of the street and curb system, as well as a permanent canopy. Lightweight metals not designed for removal would be used, which means they must be able to resist storms. Structures would be built toward the street in order to return the sidewalk to pedestrian traffic. This proposal offers the highest seating capacity, essentially doubling what currently exists.

Other ideas that could be incorporated into this proposal include regrading or repaving the roadway, which could be brought up to the edge of the curb. Sidewalks would become more neutral so attention is drawn to storefronts and other visual elements. Planters that double as benches are another option.

Any of these themes can be expanded on the ends of A1A, although Mr. Fett recommended retaining at least one Americans with Disabilities Act (ADA) -compliant parking space per corner if other potential locations for these spaces cannot be identified. He recommended a “mix and match” approach to the proposals, as each includes aspects that can produce a new vision for the subject area. He emphasized the need for a universal theme for the proposed changes.

Mr. Fett concluded that tonight’s presentation is intended to facilitate discussion rather than to identify a favorite proposal at this time. There may be elements of all three options that could be included in the final product.

John Jonah, resident, felt the Town could be transformed by the introduction of the proposed features.

Barbara Cole, resident, spoke in favor of the medium-impact option. She felt the changes should be continued all the way to the west of A1A.

Bill Ciani, resident, felt the public would only see new construction in the street rather than the original restaurants.

Ann Marchetti, resident, stated that she would like to see design concepts proposed for the Pavilion, which remains very popular.

Marc Falsetto, resident, pointed out that the COVID-19 pandemic is ongoing and consumers' habits have changed. He recommended taking steps to make the Town's tourists feel safe, including the extension of outdoor dining for another 12 months.

Ruth Stilwell business owner and asked if the Town has considered a short-term transitional approach that would be more attractive than the current barriers. A long-term plan could be considered once these short-term changes are put into place.

Mark Pearson, resident, was supportive of changes to assist restaurants and other businesses, including those on the west side of A1A; however, he emphasized that residents should also participate in the decision-making process, and spoke in favor of returning the parking spaces on Commercial Boulevard.

Commissioner Malkoon asked if there has been consideration of traffic calming on Commercial Boulevard by reducing or closing the first block between A1A and El Mar Drive for special events. Mr. Fett replied that this was considered prior to the first Downtown reconfiguration; since that time, however, it has not been discussed further. He noted that this proposal has had mixed success in other municipalities. He recommended retaining a retail expert to perform a thorough analysis of the area if the Commission wished to move forward with this idea.

Commissioner Malkoon also recalled that the 2014 parking study had determined the Town had no parking issues, and suggested looking at this document once more. He concluded that his preference was for the medium-impact option, which seemed less intrusive to underlying infrastructure, although he recommended against any configuration that appeared to create a wall on the street. He suggested keeping one to two parking spots, including ADA-compliant spaces, on each side in order to prevent the wall effect. Mr. Fett proposed the creation of seating not tied to restaurants in order to expand public space.

Commissioner Sokolow asked if any traffic studies have been done Downtown since the water barriers were implemented during the earlier stages of the pandemic. Captain Tom Palmer of Broward Sheriff's Office (BSO) replied that there has been no such study; while the area has been busy, no differences have been brought to his attention.

Commissioner Sokolow recalled that while there is a desire by restaurants to adapt to changes and expand seating, there is a public desire to keep the Town as it is. He also pointed out that customers are likely to want to dine indoors during the warmer months.

He stated that he was not in favor of removing the parking spaces without replacing them, and was not certain that this was the time for a conceptual change to the Downtown area.

Commissioner Sokolow continued that the materials used in both the low- and medium-impact options seemed unlikely to meet hurricane safety requirements. All the proposals appeared to require significant maintenance. He concluded that the proposals would not maintain the character of the Town as many residents had wished.

Commissioner Strauss observed that he had envisioned a very different conceptual presentation than what was brought forward at tonight's meeting. He had expected extended sidewalks, with restaurants to provide much of the "fill-in" for the area with some uniformity of materials. He felt the high-impact option was more likely to meet Code requirements, and was not certain where the materials for the low- and medium-impact options would be stored in the event of a hurricane.

Commissioner Strauss asked if a density study had been part of the discussion of improvements. He also emphasized the need to provide for businesses on the west side of the Town as well as the east, even if the parking situation on that side is very different, and was in favor of uniformity "from the Intracoastal to the beach."

With respect to ADA-compliant parking, Commissioner Strauss noted that this was not shown in the presentation. He also pointed out that the Town would need to make a decision about the backout parking on A1A, which he felt was dangerous, and that this area would not be the best option for ADA-compliant spaces.

Commissioner Strauss also asked if a distance study has been done to determine how far people are willing to walk to the Downtown area, noting that it is approximately 0.25 mile from the Intracoastal Waterway to Downtown. He felt many people would be willing to walk this distance if parking is created elsewhere. He concluded that there have been changes since the 2014 parking study, with the Downtown area significantly busier than it was at that time and ride-sharing services in greater use.

Mr. Fett advised that the high-impact option rebuilds the sidewalk all the way to the curb, and emphasized that many aspects of each option shown during the presentation can be eliminated. With respect to distance, he stated that pedestrians are typically willing to walk one quarter-mile, although this might be shortened depending upon the season and weather.

With regard to seating options, Mr. Fett pointed out that the high-impact proposal would provide 375 seats, which is a significant increase from the current total of roughly 160 seats. He felt if parking is returned to the Downtown, there would be a way to implement more efficient seating, such as moving seats away from storefronts and closer to the street. The “parklet” options would be possible for businesses that are willing to support this configuration, with parking on either side of the structure. The second option, which is more permanent, would not have to be moved in the event of a storm. Awnings, however, would need to be designed to be retractable, and poles may need to be anchored into the concrete.

Commissioner Strauss asked if pricing has been estimated for the different scenarios. Mr. Fett advised that this depends upon the specific options selected in addition to major elements. Parklets could be as low as \$5000 or as high as \$50,000, depending upon what is chosen by the Town and businesses. The second option could cost between \$20 and \$30 per square foot. The Town has 4000 sq. ft. of parking space along Commercial Boulevard alone. The third option would require additional study of the existing drainage system to determine how much street grading would be necessary.

Vice Mayor Oldaker commented that he had hoped to hear more public input, particularly from Downtown businesses, at tonight’s meeting. He was in favor of the “softer” design appearances, which could be removed in the event of a storm. He also observed that any parking study to accompany current changes should to be done under current conditions rather than in 2014, as there have been significant changes to the Town and the County since the previous study was done.

Vice Mayor Oldaker continued that the Town plans to remain a small town. While he was in favor of supporting Downtown businesses and restaurants, and acknowledged that the Town may need to extend its outdoor seating agreement, he pointed out that it would be difficult to implement any of the proposed changes within the budget assigned to these changes. He concluded that while he was not ready to commit to the purchase of any proposed design, he was willing to investigate them further.

Mayor Vincent recalled that one key reason for the previous Downtown reconfiguration was beautification. While there had been some resistance to change at that time, the result was significant success. He agreed that after the pandemic, habits have changed again and are unlikely to return to their previous state. This includes an ongoing preference for outdoor dining options.

Mayor Vincent continued that the Town is now faced with how to sustain success without changing its nature. He stated that his own vision was to expand the outdoor space that already exists, noting that not all businesses may wish to participate in this expansion. The Town may wish to establish its own seating and décor in the areas where businesses have chosen not to participate in the expansion. If businesses wish to use expanded space, they will be charged for it.

While some parking revenue would be lost by the proposed changes, the lack of revenue over the past year has not greatly affected the Parking Fund. Visitors to the Town are still finding parking spaces despite the loss of these 25 to 30 spaces. Mayor Vincent noted that if Downtown businesses are not flourishing, this can negatively affect the Town's real estate values. He also pointed out that the Town has lost roughly 300 to 400 hotel beds over the past several years, which have not yet come back.

Mayor Vincent suggested that a workshop be held with additional interaction between the Commissioners and the public for more feedback on the various proposals. He emphasized that the scopes and themes brought forward in the successful 2013 Downtown reconfiguration should continue, and rebranding is not necessary.

Interim Town Manager Connors requested consensus on the direction in which the Commission would like Staff to move forward. She proposed that the Town reach out to the consultant responsible for the 2014 Parking Strategic Plan to determine if he could update the previous document. Mayor Vincent advised, however, that parking was not the issue, and he did not want removal of the parking spaces to be a major aspect of forthcoming changes. Interim Town Manager Connors asked for direction on what the Commission would like to see at their next meeting.

Peggy Mohler, resident & business owner, recommended that a roundtable meeting with Downtown businesses be scheduled prior to any decision on how to proceed.

Karina Shefler, representing the El Mar Hotel, also felt a roundtable format would be more conducive to discussion of possible changes. She added that residents are interested in the Town's outdoor space when deciding to visit, and it is unlikely that the hospitality industry would return to pre-pandemic operations.

Barbara Cole, resident, also recommended a roundtable meeting.

Ann Marchetti, resident, noted that there is a curfew in effect for outdoor dining at Downtown restaurants, and requested that the Commission consider this at tonight's meeting.

Commissioner Malkoon advised reviewing current data before making any concrete plans, even if a complete study is not done. He was also in favor of extending outdoor dining for another six months, which is on tonight's Agenda.

It was determined that the Town would hold a roundtable meeting, with input from Mr. Fett, Commissioners, businesses, and the public. Interim Town Manager Connors also asked if the Commission wished to continue with updates of today's presentation or if they would prefer additional information to be presented at the meeting.

The roundtable meeting was scheduled for Wednesday, October 27, 2021 at 6 p.m. Mr. Fett advised that he would like to hear the thoughts and expectations from participants at this meeting. Mayor Vincent emphasized the need to "expand what we already have," with some different elements, as the Town has already seen some success under current conditions. He recommended that the Plazas be incorporated into future discussion as well.

Commissioner Strauss stated that he would like updates based on some of the questions he had asked, including ADA-compliant spaces and other items. Vice Mayor Oldaker noted that he would prefer withholding any additional direction until after the roundtable has been held. Mayor Vincent was in favor of conceptual ideas on how the Town might proceed.

5. DISCUSSION ITEM

a. Parking Opportunities

Interim Town Manager Connors explained that this Item was included on tonight's Agenda because there has been discussion in the Town regarding the loss of parking spaces when outdoor seating was expanded. Two opportunities have been presented to her by property owners of these subject parcels, which she wished to pass on to the Commission. She emphasized that the inclusion of this Item does not represent a recommendation by Town Staff.

The first opportunity is the purchase of two parcels near the Downtown area, which could accommodate roughly 20 parking spaces. The second is usage of the former

Florida Development Group (FDG) lot for parking, with proceeds from parking shared at no cost to the Town. There are additional opportunities with the FDG lot, such as employee parking for the west. Interim Town Manager Connors requested direction from the Commission on these proposals.

Commissioner Sokolow observed that there is no interest in additional parking at this time, particularly on these two parcels. He recommended that this Item be removed from the Agenda until there is further discussion of updating the 2014 parking study.

Mayor Vincent confirmed that he and Interim Town Manager Connors had briefly discussed both proposals. He requested consensus from the Commission on how this could be brought back as a subsequent Agenda Item. He has also asked for information on the availability of lots in the Town, although he has not yet received this information.

Commissioner Strauss also felt this should be a future Agenda Item, with more backup materials made available to the Commission. He encouraged the continued sharing of ideas.

6. RESOLUTIONS – PUBLIC COMMENTS

- a. **Resolution 2021-59 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PURSUANT TO THE TOWN CODE OF ORDINANCES SECTION 2-27 “WAIVER OF CODE REQUIREMENTS,” FINDING THAT THE COVID-19 PANDEMIC CONTINUES TO BE AN EXTRAORDINARY CIRCUMSTANCE AND CONTINUING TO WAIVE CERTAIN REQUIREMENTS OF CHAPTER 17 “STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES,” SECTION 17-89 “SIDEWALK CAFÉ PERMIT STANDARDS AND REQUIREMENTS,” FOR SIDEWALK CAFÉS TO ALLOW FOR TRANSITION BACK TO NORMAL OPERATIONS FOR ADDITIONAL TIME; PROVIDING REQUIREMENTS FOR THOSE USING THE WAIVERS; PROVIDING FOR CONTINUED USE OF THE CONNIE HOFFMAN OCEAN PLAZA; PROVIDING FOR EXPIRATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, asked how long it may take to arrive at further plans for the Downtown area, and to ensure that any extension granted to these businesses is of sufficient time that the Resolution does not have to be regularly renewed.

Bill Ciani, resident, did not agree that parking is not a problem in the Town, and was not pleased with the ongoing use of barricades. He was in favor of a new parking study before doing away with Downtown parking spaces.

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

Interim Town Manager Connors noted that the maximum extension permissible by Code is six months.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve Resolution 2021-59 for a six-month period. Motion carried 5-0.

b. Resolution 2021-60 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA LEGISLATURE TO REPEAL PREEMPTION OF LOCAL REGULATIONS OF HOME BUSINESSES AND STOP PREEMPTING LOCAL HOME RULE POWERS; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, felt the proposed Resolution may be too late, but that the Town needed to be heard on this issue.

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

Commissioner Strauss made a motion, seconded by Vice Mayor Oldaker, to pass Resolution 2021-60. Motion carried 5-0.

7. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 9:09 p.m.

Lauderdale-By-The-Sea
Special Town Commission Meeting
October 4, 2021

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, October 12, 2021
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Public Works Director Ken Rubach, Director of Finance and Budget Lucila Lang, Acting Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, Human Resources Manager Lisa Slagle, Public Information Officer/IT Administrator Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Mayor Vincent noted the passing of paramedic and resident David Burgess.

All present observed a moment of silence.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Three Year Strategic Marketing Plan

Special Events and Marketing Manager Debbie Hime introduced Laurie Ernest-Jones of Conceptual Communications, who provided an overview of the Town’s Strategic Marketing Plan over the last three years. This Plan had two major goals from 2019 through 2021: to attract legacy visitors to the Town, and to replace most print marketing with digital marketing.

The Plan involved managing the Town's tourism partnerships, which include the Greater Fort Lauderdale Convention and Visitors' Bureau (CVB), Visit Lauderdale, and TripAdvisor. Areas of focus included brand awareness across all digital platforms and support and promotion of local business through paid and organic campaigns throughout the COVID-19 pandemic. During the early stages of the pandemic, there was significant promotion of the Town's shops, hotels, and restaurants, which led to 680,000 views of the Town's website.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, provided a document including her impressions of the Interim Town Manager's recent service, concluding that the Commission should conduct as thorough a search for a new Town Manager as they have done in the past.

Bob Fleishman, resident, asserted that he felt the Interim Town Manager is more than able to continue in this position in a permanent capacity.

Howard Goldberg, representing the Chamber of Commerce, stated that he was fully supportive of allowing the Interim Town Manager to continue in that position on a permanent basis.

Ann Marchetti, resident, felt the Commission must follow the process outlined in the Town's Charter for selection of a permanent Town Manager.

Katherine Rose, business owner, stated that she has recently signed a lease agreement for a property on Commercial Boulevard, where her business, Kathi's Eco Shack, will sell organic and locally made products.

Jimmy Lee Hook, vice president of the Crane Crest Condominiums Board of Directors, recommended that the Town retain the Interim Town Manager in a permanent capacity based on his recent interactions with her.

Town Clerk Tedra Allen read the following written comments:

- Stuart Dodd, resident, encouraged the Commission to follow the procedure set forth in the Town's Charter for selecting a new Town Manager, added that they should stipulate conditions for the potential approval of an application for a

single-family home on El Mar Drive, and concluded that the Town does not have a parking problem

- John Graziano, resident, reviewed some of the issues faced by the Town over the past year, concluding that the Interim Town Manager is qualified and prepared to take on this position permanently
- Cristie and Marc Furth, residents, urged the Commission to approve Ordinances 2021-09 and 2021-11, and recommended that the term of the Interim Town Manager be extended until the next Commission can address this position
- Ken Brenner, resident, advised that a thorough search for a permanent Town Manager should be held
- Wayne Dillistin, resident, felt the Commission should follow the Charter process for selecting a Town Manager, and suggested that there be no new parking studies or parking lots

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

7. PUBLIC SAFETY DISCUSSION

a. BSO Public Safety Report

Broward Sheriff's Office (BSO) Captain Tom Palmer reported that a fourth Sergeant has been assigned to the Town's district. This position was approved by the Commission earlier in the year.

Vice Mayor Oldaker observed that traffic crossing the bridge on Commercial Boulevard often seems to be speeding. Captain Palmer replied that he would check the schedule for Deputies monitoring this area.

Mayor Vincent asked if any new information was available regarding the lighting of a crosswalk at the Hampton Beach Club. Public Works Director Ken Rubach advised that when the ongoing A1A project was designed by the Florida Department of Transportation (FDOT), they were asked if they could install rapid flashing beacons at this intersection; however, several utilities were detected in the area, which would require additional work. The Town plans to assess the feasibility of proceeding with these improvements. Captain Palmer added that pedestrians' failure to use this crosswalk is another ongoing issue.

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

b. VFD Public Safety Report

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

8. TOWN MANAGER REPORT

a. Town Manager Report

Interim Town Manager Linda Connors noted that solar stops have been added to a number of crosswalks, and a new Pelican Hopper shuttle vehicle is currently operating in the Town.

The annual Boo-By-The-Sea event is planned for Saturday, October 30, 2021. A roundtable meeting is also planned for the Downtown area on October 27, 2021, to continue discussion of potential changes to this area, including possible sidewalk expansion.

Interim Town Manager Connors continued that the Volunteer Fire Department (VFD) audit is in need of public feedback. A link is available on the Town's website for comments and/or questions.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. September 13, 2021 1st Public Budget Hearing

b. September 13, 2021 Town Commission Meeting

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

11. CONSENT AGENDA

a. Special Event Application for St. Patrick's Day Celebration March 17, 2022

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

12. OLD BUSINESS

a. Town Manager Position

At this time Mayor Vincent opened public comment.

Ron Piersante, resident, spoke in favor of appointing the Interim Town Manager in a permanent capacity rather than embarking on a search for this position.

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

Human Resources Manager Lisa Slagle recalled that Interim Town Manager Connors was appointed to the interim position in January 2021. In March 2021, Ken Parker of the Florida City/County Managers' Association (FCCMA) gave a presentation explaining how that organization could assist the Town in a search to fill the Town Manager position. The Commission opted to have the issue brought back before them in October.

Staff is requesting a recommendation of which of the following options the Commission wishes to follow:

- Negotiate a contract with Interim Town Manager Connors to fill the position
- Extend the interim term
- Direct Staff to hire either FCCMA or another consultant to conduct a search and assist as necessary

It was noted that the hiring of a consultant would require a budget amendment.

Vice Mayor Oldaker stated that he was in favor of hiring the Interim Town Manager to a permanent position, pointing out that the Town's Charter includes a clause allowing for the appointment of a Town Manager if the Commission determines the individual's education, experience, and competencies are appropriate. He noted that the Interim Town Manager has consistently fulfilled the duties of her position, including negotiation

of contracts, preparation of a budget, working effectively with Staff, and listening to the Commission.

Commissioner Malkoon advised that postponing the appointment of a new Town Manager until a new Commission is seated would not be a responsible course of action and asserted that the Interim Town Manager has professionally overseen several Town issues since she assumed this role in January while maintaining open dialogue with the Commissioners. He added that the Charter does not outline a specific process for filling this position, and that the Commission has made different determinations on how to meet its requirements over the years.

Commissioner Sokolow agreed, stating that the Interim Town Manager has grown significantly in that position since her appointment. He noted that the process by which the previous Town Manager was selected has not consistently produced strong candidates, and that continuing to work with an interim appointment was not the best choice for Town Staff.

Commissioner Strauss observed that Interim Town Manager Connors has several years of experience with the Town and its history, which is important to the Town Manager position. He shared Commissioner Sokolow's skepticism with the effectiveness of the recruitment process. He expressed concern, however, with the possibility of selecting a Town Manager for a new Commission when he did not yet know if he would be a part of that elected body and concluded that the Interim Town Manager should submit her resume as a candidate for the permanent position.

Mayor Vincent commented that the Town's Charter is the most important document the Commission can follow as an elected body, and they should not establish an unwanted precedent by not following its procedure. He encouraged the Interim Town Manager to submit her application for the permanent position, and the Commission to fulfill its obligation to identify and interview the best possible candidates while recognizing its past missteps in the recruitment process. He concluded that the Town should extend the Interim Town Manager's term and retain FCCMA to recruit additional candidates.

Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to appoint Linda Connors as Town Manager. Motion carried 3-2 (Mayor Vincent and Commissioner Strauss dissenting).

Town Attorney Susan Trevarthen noted that the Charter requires a Town Manager to be appointed by a contract establishing compensation. A member of the Commission has

traditionally been designated to work with the Town Attorney on the negotiation of this contract. She requested additional direction on how to proceed.

Commissioner Malkoon suggested that this designee be one of the Commissioners who had voted in the affirmative on the previous motion. Mayor Vincent recommended that Commissioner Strauss serve as liaison, as he has represented the Commission in previous contract negotiations.

At this time Mayor Vincent ceded the gavel to Vice Mayor Oldaker.

Mayor Vincent made a motion, seconded by Commissioner Malkoon, to have Commissioner Strauss negotiate the Town Manager's contract. Motion carried 5-0.

The gavel was returned to Mayor Vincent at this time.

b. Parking Study

Vice Mayor Oldaker explained that he had requested this Item be placed on the agenda due to discussion of revisiting the 2014 parking study at a previous Special Meeting. The current document is seven years old, and several changes have occurred since it was done. He was in favor of professional input on the future of the Town's parking, including areas such as the Downtown, where some parking may be removed. Three Town lots produce approximately \$300,000 per year.

Vice Mayor Oldaker continued that the Town's Parking Fund serves as a resource to fund Town initiatives which may or may not be related to parking. He requested additional information from Town Staff on the possibility of having the same consultant who produced the 2014 report provide an update.

Mayor Vincent noted that the temporary removal of Downtown parking has not affected the success of businesses in that area and recommended that the intent of an updated parking study be clarified. He was not certain that there have been significant permanent changes in the Town's parking since 2014. He felt the Town is already aware of how many parking spaces it offers and how often they are used and added that the Town should always be willing to consider the addition of potential surface parking.

Commissioner Strauss requested clarification of how much a follow-up study to the 2014 document would cost, pointing out that the existing study is comprehensive and estimated the Town's full parking to be at 85%. He also felt any need for parking is balanced by the use of ride-sharing services. Regarding use of parking areas on the south end of Town, he expressed concern for residents of this area, who do not want to be inundated with beach parking. He felt there are other options, such as using this area only for Downtown employees.

Commissioner Malkoon stated that while he was not currently in favor of more parking, he did not have expertise in this area and was not familiar with how conditions may affect parking, including the pandemic and parking rates. He recommended learning more about the Town's turnover rates, peak hours, and other aspects of parking, as this will provide better knowledge of what is happening in the Downtown area.

Commissioner Sokolow advised that there may be a need for signage identifying lots where parking spaces are available. He added that there have been significant changes since the 2014 parking study, including greater use of ride-sharing services as well as the pandemic. He felt before the Town makes a decision regarding the possible permanent removal of some Downtown parking, they should seek a price quote for an updated study, as well as the price of signage that could identify lots where spaces are available.

Town Manager Connors stated that Staff would reach out to Desman & Associates, the consultant who prepared the 2014 study, to hear options for an update. These costs will be brought back to the Commission at their November meeting. The Commissioners agreed with this by consensus.

13. NEW BUSINESS

a. Shop Small on Saturday, November 28, 2021

Special Events and Marketing Manager Hime explained that this Item is under New Business due to its request for funds. If the Commission approves this Item, advertisement of small businesses will begin immediately and run through November 28, 2021. \$5000 is included in the budget for this event. The Town will also provide assistance with administrative costs.

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

At this time Mayor Vincent opened public comment.

Howard Goldberg, resident, addressed the proposed parking study, stating that the Town should also consider its traffic situation, including congestion that has existed since before the pandemic. He also recommended bringing Water Taxi service to both sides of the City so it will serve both residents and businesses.

Barbara Cole, resident, advised that she had sent an email to the Commission with regard to parking, and commented that the Town's parking prices are too low. She asked that any update to the parking study consider private lots as well as Town lots.

Mayor Vincent requested that Captain Palmer address some of the concerns raised by Mr. Goldberg regarding a traffic study on A1A, which is a state road. Captain Palmer replied that this is one of the most congested roadways within Broward County. While there may be alternative modes of transportation, such as the Pelican Hopper and ride-sharing services, these still contribute to vehicular traffic.

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

14. COMMISSIONER COMMENTS

Commissioner Sokolow reported that the first live meeting of the Florida League of Cities since the beginning of the pandemic will be a dinner meeting at the Marriott North Hotel on Andrews Avenue from 5:30 to 8 p.m. on Thursday, October 28, 2021. Two Town representatives may attend this meeting at no charge. Additional attendees will be charged \$55 per person. He asked that Commissioners interested in attending inform Town Clerk Allen by October 13, 2021.

Vice Mayor Oldaker and Commissioner Strauss congratulated Town Manager Connors on her new position.

Commissioner Strauss reminded all present that the Town's Veterans Day event will be held on Thursday, November 11, 2021. He encouraged all veterans living within the Town to submit their names and additional information in order to be recognized at this annual event.

Mayor Vincent stated that he attended a recent Broward League of Cities luncheon event, at which recent bills addressing home rule were discussed. There was also discussion of the County's task force regarding high-rise residential buildings following the recent tragedy in Surfside, Florida.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

- a. Ordinance 2021-09 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 “UNIFIED LAND DEVELOPMENT REGULATIONS,” ARTICLE I “IN GENERAL,” SECTION 30-11 “DEFINITIONS,” AMENDING ARTICLE V “ZONING,” SECTION 30-241 “RM-25 DISTRICT – APARTMENTS AND LODGING,” TO MODIFY CONDITIONAL USE REGULATIONS SOUTH OF PINE AVENUE AND CREATE PROHIBITED USE REGULATIONS ON EL MAR DRIVE; AMENDING SECTION 30-242, “RM-25 DISTRICT – REGULATIONS FOR THE REDEVELOPMENT OF EXISTING LOTS OF 60 FEET IN WIDTH OR LESS IN THE RM-25 DISTRICTS SOUTH OF PINE AVENUE” TO MODIFY REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, expressed concern with the grandfathering of a specific single-family home proposed for El Mar Drive. She stated that the applicants associated with this property made no changes prior to the development and architectural review processes, and that conditional use review is not currently in place to prevent further plans for single-family homes in the subject area.

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

Acting Development Services Director Jhanelle Campbell explained that Staff reviewed RM-25 zoning district regulations in Chapter 30 of the Town's Unified Land Development Regulations (ULDR) based on Commission directives and public

comment. The table included in the Agenda Memo outlines proposed changes to the Ordinance since first reading. The Planning and Zoning Board reviewed this Ordinance at their September 1, 2021 meeting and recommended approval with a provision not to include grandfathering of current applications. At the September 13, 2021 meeting, however, the Commission reviewed the proposed Ordinance and voted to approve it with grandfathering of pending applications.

Based on discussions at the September 13 meeting, Staff made an additional change to the Ordinance to remove the word “rental” from the definition of apartment buildings. They also removed the term “apartment house” for further review. The latter term can be brought back at a later date if necessary. Staff recommends approval of the Ordinance.

Commissioner Sokolow clarified that what is being grandfathered is a property’s ability to apply for conditional use.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve Ordinance 2021-09 as presented, with the grandfathering. Motion carried 5-0.

b. Ordinance 2021-11 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30, “UNIFIED LAND DEVELOPMENT REGULATIONS,” ARTICLE V “ZONING,” TO CREATE SECTION 30-114, “CITIZEN PARTICIPATION REQUIRED;” PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she is supportive of this Ordinance.

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

Town Manager Connors clarified that this Ordinance would apply to Site Plan Level II, conditional use, rezoning, and Land Use Plan amendments. Town Attorney Trevarthen added that the scope of the Ordinance has not changed since first reading.

Commissioner Malkoon made a motion, seconded by Vice Mayor Oldaker, to approve Ordinance 2021-11. Motion carried 5-0.

17. RESOLUTIONS – PUBLIC COMMENTS

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:24 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date



Town Commission Agenda Item Report

Meeting Date: October 26, 2021

Submitted By: Commissioner Edmund Malkoon

Submitting Department: Commission

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title: LBTS Community Church Monthly Flea Market beginning Nov. 6, 2021

Explanation: The Community Church (the “Church”) is requesting to hold a monthly Flea Market on the first Saturday* of the month from November to May to raise funds for the Church (the “Event”). The Church did not realize it would need a Special Event Permit to use the portion of Friedt Park directly north of the Church for the Event and therefore submitted a Special Event Application **(Exhibit 1)** after the thirty-day application submission date for consideration by Town Staff. The Town’s Special Event policy allows a Commissioner to bring forward a request within this time frame. Commissioner Malkoon has requested this Event be brought to the Commission for their consideration.

First Saturday of the Month*

Set Up Begins	7:00 AM
Event Begins	8:00 AM
Event Ends	2:00 PM
Clean Up Completed	4:00 PM

November 6, December 4, February 5, March 5, April 2, May 7

* January will be 2nd Saturday

The Event will be a Flea Market hosted by the Church’s congregation selling items to raise funds for the Church. Tables will be arranged outside and in the Church’s fellowship hall. Acoustic music will be played in the area of Friedt Park just to the north of the Church. Food will be served from the Church’s kitchen.

In addition to the approval of having the Event, the Church is also requesting:

1. Waiver of the \$15 per event day fee. This Event falls under Chapter 17.3.2.3 “Special Event Fee for West Commercial Business District” **(Exhibit 2)**.
2. Use Friedt Park just north of the Church for a band playing acoustical music and a place for participants to gather.

Recommendation: Staff recommends the use of the park as requested and Event be permitted based on the following conditions:

1. The Police Chief will:
 - a. If necessary, specify the number of BSO detail officers needed for traffic and crowd control; and
 - b. Arrange for the number of detail BSO deputies required to work on public property for crowd and traffic control. The Event will reimburse the Town for this expense.
2. Setup of the Event will start no earlier than 6:30 a.m. and the area will be cleaned and opened by 3:00 p.m.
3. The Event will direct the attendees to Church or public bathrooms in Friedt Park.
4. The Event will arrange for an inspection of the Event site from the Fire Marshal one hour prior to each Event to ensure that it is organized in a safe manner to protect attendees and that all electrical cords and similar materials are covered to avoid a trip hazard.
5. No road closures are approved. Parking will operate according to normal parking regulations.
6. The Event is allowed to park cars in the Right of Way (ROW) on Bougainvilla and Poinciana.
7. Tables, chairs, stage, equipment, etc., shall not interfere with pedestrian walkways, ingress, or egress.
8. The Event shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
9. Town power will not be used.
10. There will be no other food served other than that which is served from the church's kitchen and grill. Event shall provide one 4A/10BC fire extinguisher next to the church's grill.
11. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
12. During the Event as needed and at the end of the Event, the Event shall empty all the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site and appropriately disposal of all refuse.
13. Clean-up fee starting at \$150 will be charged if area is not cleaned to Town standards.
14. Only acoustical music is allowed outside.
15. All noise from the Event will end promptly at 3:30 p.m.

16. The Event shall provide written notice to all properties within a one-block of the Events (Bougainvillea, Poinciana) immediately. The notice and distribution area will be approved by the Town prior to distribution.
17. Final Site Plan must be presented for approval at least 48 hours in advance of the Event.
18. Any inspections or work to support the Event required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
19. The Event shall provide a Certificate of Liability Insurance prior to permitting that meets all the insurance requirements of Chapter 17, Section 17-9, which may be modified by action of the Town Commission for a specific event:
 - a. Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b. No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the Applicants will be held responsible for providing the Town notice of any change in insurance coverage.
 - d. The Town will be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. The Applicants will provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure to comply with these requirements will justify a denial, suspension, or revocation of the requested approval by the Town Manager or designee.
20. In the event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Church (the "Sub-Permittee"), the Sub-Permittee shall be required to meet the insurance and indemnification requirements of this Section under which the Church is applying, as if they were the Church and will be held responsible for compliance with the Town Code as if the Sub-Permittee were the Church.
21. In the event that insurance certificates, licenses, and other material requirements are not provided by the required dates, the approval for this Event will expire unless the Town Manager finds there are extenuating circumstances that the Church has cured or can immediately cure without compromising the health, welfare, and safety of the citizens of the Town and those attending the Event without increasing the administration costs of the Town.

22. The Church shall owe no monies to the Town at the time of the Event. There shall be no outstanding fines, moneys, fees, licenses, permits, taxes, or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all outstanding debts to the Town are paid in full.
23. Permission for this Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
24. The Town Manager may suspend permission for this Event due to construction activities, failure of the Church to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
25. Upon showing by the Church of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events.
26. The onsite Town representative may terminate the Event due to the Church not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

Attachments: Ex.1 – Special Event Application for LBTS Community Church Monthly Flea Market
Ex.2 – Resolution 2017-41

10/15/21



SPECIAL EVENT APPLICATION INFORMATION

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

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

An application is not considered complete unless it includes:

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

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

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

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

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

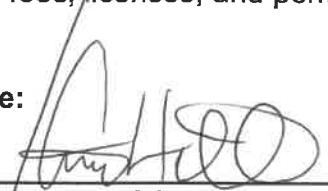
Please review the Town's special event requirements by clicking on: https://www.Special_Event_Requirements
Or download a copy of the Special Event Requirements from our website and review them before submitting your application.

Important to remember:

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

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

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



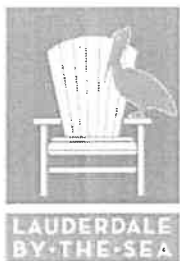
Signature of Applicant

Print Name: Kim Hill

LBS COMMUNITY CHURCH

Event Name: MONTHLY FEA MARKET

10/15/21



SPECIAL EVENT APPLICATION

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

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

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

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

Name of Event: L.B.T.S. COMMUNITY CHURCH FLEA MARKET

Event Purpose, Description and Activities: COMMUNITY FLEA MARKET

New Event ☒ or Returning Event ☐ Previous Attendance

Day(s) and Date(s) of Event: THE 1ST SATURDAY OF THE MONTH -

Proposed location of the Event (location, streets, landmarks): NOV OCT - MAY.

4433 BOUGAINVILLEA DR. - L.B.T.S. COMMUNITY CHURCH LAWN.
\$ PATIO

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

Participants: 30 #Spectators 50 #Adult volunteers: 5

Please complete the following table:

Activity	Day	Time
Start of set-up:	11-6-21	7 AM
Start time of the Event:	11-6-21	8 AM
EVENT		
End time of the Event:	11-6-21	2 PM
Start of Clean up:	11-6-21	2 PM
Clean-up completed by: (Site restored to original condition)	11-6-21	4 PM

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

☒ YES ☐ NO

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

* REQUESTING TO WAIVE THE \$800 APPLICATION Fee
\$15 per Event - Small Biz 69

Person submitting Application ("Responsible Party"):

Name: **KIM HILL & DEBRA DI ROBERTO** — **LBS COMMUNITY CHURCH**
Mailing address: **4433 BOUGAINVILLE DR.**
Phone: **954-294-7424** Mobile phone: **SAME**
Email: **WELCOME COMMUNITY @ COMCAST.NET** Fax:

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

Name(s): **KIM HILL**
Mailing address: **4433 BOUGAINVILLE DRIVE**
Phone: **954-294-7424** Mobile phone: **SAME**
Evening phone: **SAME** Fax:
Email:

Add information as necessary:

Will you have an event contractor or planner?

☒ YES ☐ NO

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

Name: **KIM HILL** Company Name:
Business Address: Company Email: '
Phone Office: **4433 BOUGAINVILLE DRIVE** Phone Mobile: **954-294-7424**

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

Request for Town Involvement:

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

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

FEES

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

If yes, provide details:

VENDORS DONATE TO PARTICIPATE. YES NO

SOUND SYSTEMS

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

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

____ Proposed amplified sound/speaker system:

☒ Proposed live music: List genre, type, ambiance: - USC PATIO SPACE

____ Planned recorded music BUKING CHURCH FOR SMALL BAND.

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

CLEAN EVENT STANDARDS

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

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

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

Name: LBTS COMMUNITY CHURCH Email:

Address: 4433 BOUGAINVILLE DR.

Daytime phone:

Mobile phone: 954-294-7424

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

Tents: _____

Canopies: X A FEW VENDORS BRING 8X8 CANOPIES.

Stages: _____

Bleachers: _____ list size and max load:

UTILITIES

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

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

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

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

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

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

Does NOT APPLY
____ Electrical power:
____ Water:
____ Gas, propane, BBQ grills, generators:
____ Fuel Storage:

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event?

YES NO

For each sign please provide:

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

6 FLCA MARKET SIGNS. 2X2 FT.
DAY OF FLCA MARKET

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

RESTROOMS (show on Site Plan)

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

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

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

Number of restroom facilities required by Town: TBD

Number of additional restroom facilities, and type, that will be on event site: _____

(Show on Site Plan)

2 restrooms Available

NONE requested

STREET CLOSURES

Street closures may be required at the Event's expense

Are you requesting that any public streets be closed for the Event? YES ☒ NO
I don't know, please advise _____

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

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable: NONE

VEHICLES

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

Are you requesting to drive or park on town property or park grounds: ☒ YES ☐ NO VENDORS PARK ON GRASS.

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

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

7AM - 8AM & 2PM - 4PM

TRAFFIC CONTROL PLAN

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

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

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

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

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

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

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

YES

☒ NO

Do you anticipate needing code compliance officers for your Event?

YES

☒ NO

CONCESSIONS:

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

Are you planning to have any type of concessions?

selling cold canned soda.

YES

☒ NO

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

YES

☒ NO

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

Is the food free of charge _____ or for sale ☒

Do all food vendors have a temporary food service permit?

NO FOOD VENDORS.

YES

☒ NO

Please list the types of food that will be served:

Grilling HOTDOGS - & cold H2O & SODAS.

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

Charcoal Grills _____

Sterno _____

Fryers _____

Open fires _____

Propane Grills ☒

Refrigerators _____

Smokers _____

Hoods _____

Concession trailers _____

Warmers _____

LP Tanks _____

Other _____

Provide details of dispensing locations here and on Site Plan

ALCOHOL

NO ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

YES

☒ NO

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

YES

☒ NO

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

Name

Company

Vendor Type

NONE

ANIMALS

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

Are animals included in your event?

YES

☒ NO

If yes, please give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES

☒ NO

SALE OF MERCHANDISE

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

☒ YES

NO

List items for sale:

People/Vendors are selling
clothes, jewelry, nic-pacs, etc.

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event?

YES

☒ NO

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

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

NO BALLOONS RELEASED

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

I agree no balloons will be released

KH.

FIRE WATCH or EMS ONSITE

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

First Aid facilities may be required by Town at Event's expense. Initial KH NOT LARGE EVENT WE HAVE FIRST AID

INSURANCE

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

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

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

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

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

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

☒ YES ☐ NO

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet. DNA
3. Setup of the Event will start at about 7am and the area will be cleaned and open by 4pm
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

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

to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.

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

INDEMNIFICATION

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

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

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

SITE PLAN DETAILS

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

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

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

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

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

Location:

- The site of the event, with streets, parks and other landmarks identified
- Routes for races, parades, etc.
- Traffic routing and road closures
- Ticket Kiosks
- Access control points
- Signage (*shall be approved by Development Services prior to Application submission to Town Commission*)
- Signs (location, size, color and wording)*

Public Services:

- Fire lanes (emergency access for fire equipment and EMS)
- Restroom facilities (incl. Portable & Private)
- Locate electrical equipment, permanent and temporary (temporary electrical installation (must be to code and approved by Town)
- Trash and Recycling receptacle locations
- Smoking and No Smoking areas
- Pedestrian walkways
- Garbage Cans
- Recycling Bins

Hazard/ Precautions:

- Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)
- Fencing, barriers, barricades, walls, gates, etc.
- Gasoline, propane, grills, fire, charcoal, generators, any other flammable fuel
- Fuel Storage and dispensing areas
- Fire Extinguishers Minimum size 4A/10BC one every 75 ft. of travel. If cooking, Class K or 1 40BC rated Fire Extinguisher for every cooking station or canopy (at discretion of Fire Marshall)
- Generators (shall be approved by Fire Marshall in advance)

Event:

- Canopies, tents, stages (types shall be specified) locations for sales, food service, etc. *Large tents will require Fire Marshall approval of illuminated exit signs and fire extinguishers*
- Vendor locations (booths or tables and approximate size, (Vendor's company names phone numbers and email addresses required on separate page at least 48 hours in advance of the Event)
- Restrooms – Portable and Private
- First Aid facilities
- Trailers, storage, sleeping facilities, service boxes, displays, etc.
- Alcohol serving/consuming areas
- Rides and Amusements, Rides, demonstrations, performance areas and stages including Musicians and Artists

Parking:

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

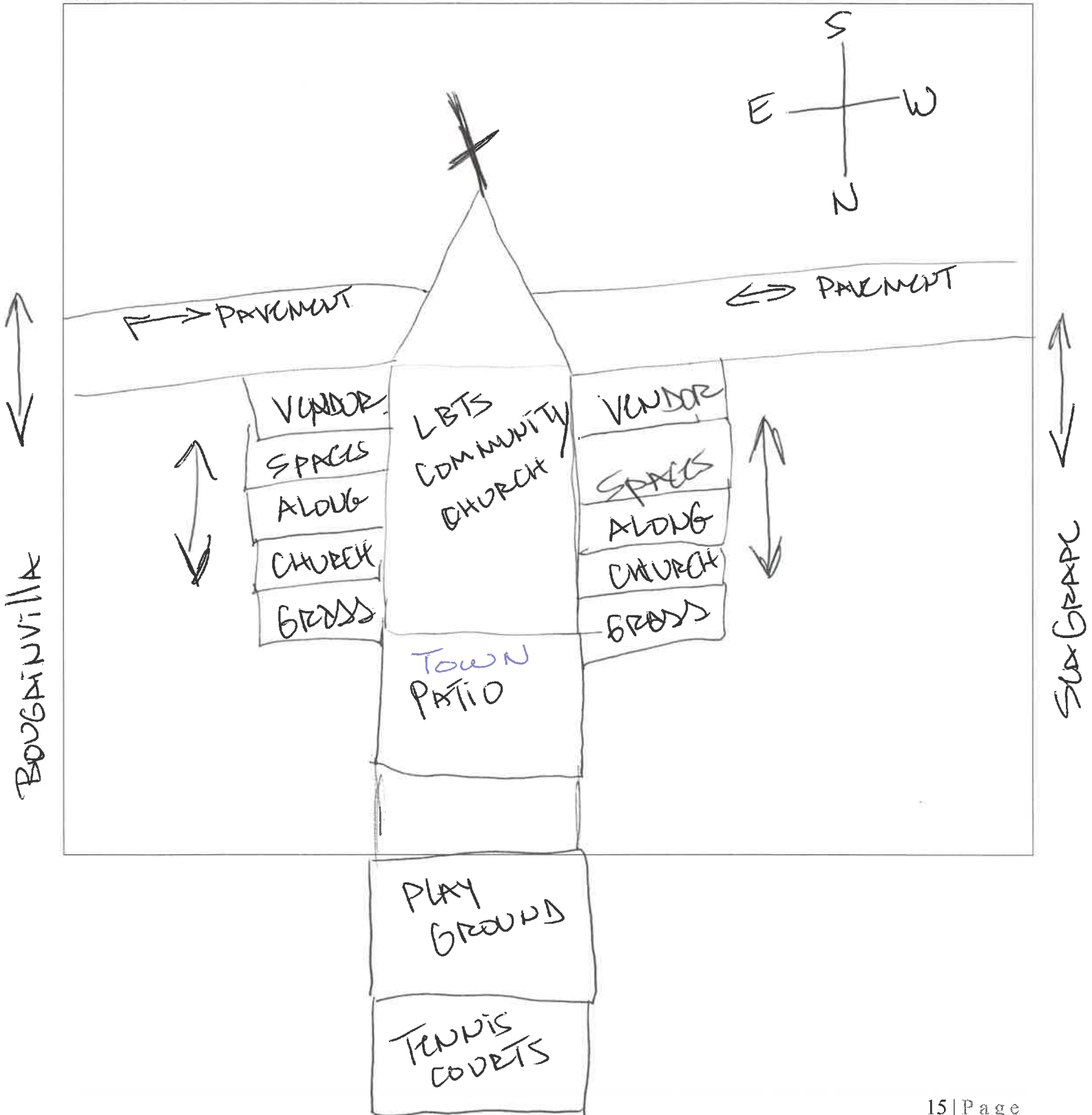
Code or Security Enforcement (paid by Event)

- EMS stand-by or Fire watch areas (include first aid stations)
- Police: Off duty police officers (if known)

DETAILED SITE PLAN

See above for inclusion examples

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



PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

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

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

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

Applicant	Property Owner
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge. 	I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.
Applicant's Signature (required): Date: <u>10-13-21</u>	Property owner's Signature (required):  Date: <u>10/15/21</u>
Applicant's (Print information below) Name: <u>KIM HILL</u> Title: <u>EVENT MANAGER</u> Organization: <u>LBT'S COMMUNITY CHURCH</u> Telephone: <u>954-294-7424</u> Mobile: <u>SAM</u> Email:	Property Owner's (Print information below) Name: Title: <u>Church Administrator</u> Organization: <u>Community Church LBT'S</u> Telephone: <u>954-778-5530</u> Mobile: <u>561-350-0123</u> Email: <u>welcomecommunity@gmail.com</u>
STATE OF FLORIDA: COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.
My Commission Expires: _____ Notary Public, State of Florida	My Commission Expires: _____ Notary Public, State of Florida

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

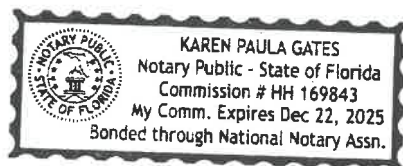
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.

21 October, 2021
Date

954. 776-5530
Telephone Number

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

Karen Price
Notary Public, State of Florida
My Commission Expires: 12/22/25



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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4. Chapter 17 - Jarvis Hall

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

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

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

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

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

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

Potential use on holidays.

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

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

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

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

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

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

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

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

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

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

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

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

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

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

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

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



Mayor Scot Sasser

89 Attest:

APPROVED AS TO FORM:

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92 Tedra Allen
Town Clerk, Tedra Allen

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95 (CORPORATE SEAL)

Kathryn Mehaflay for
Susan L. Trevarthen, Town Attorney
Kathryn Mehaflay



Town Commission Agenda Item Report

Meeting Date: October 26, 2021

Submitted By: Susan Trevarthen, Town Attorney

Submitting Department: Legal

Item Type: Ordinances 1st Reading

Agenda Section: ORDINANCES 1st Reading

Subject Title: Ordinance 2021-13 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 2 "ADMINISTRATION," ARTICLE II "TOWN COMMISSION," SECTION 2-25 "CAMPAIGN FINANCE RESTRICTIONS" TO AMEND THE CAMPAIGN CONTRIBUTION LIMITS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. **(Exhibit 1)**

Explanation: On May 7, 2021, the Governor approved Senate Bill 1890 ("SB 1890"), which amended Section 106.08, Florida Statutes, regarding campaign contributions. SB 1890 preempts local governments from adopting campaign contribution limits that differ from the limitations set forth by state statute.

Section 106.08, Florida Statute, provides a campaign contribution limit of \$1,000.00 for candidates in any election conducted on less than a countywide basis, which would include municipal elections. Section 2-25 of the Town Code currently provides for a campaign contribution limit of \$300.00. Section 2-25 also provides regulations regarding campaign contributions from vendors.

The enclosed Ordinance **(Exhibit 1)** amends the Town Code to increase the campaign contribution limit from \$300.00 to \$1,000.00, consistent with State law. The remainder of Section 2-25 is not preempted by SB 1890 and remains effective.

Recommendation: Approve Ordinance 2021-13 on first reading.

Attachments: Ex.1 – Ordinance 2021-13
Ex.2 – Florida Senate Bill 1890 ("SB 1890")

ORDINANCE 2021-13

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN’S CODE OF ORDINANCES AT CHAPTER 2 “ADMINISTRATION,” ARTICLE II “TOWN COMMISSION,” SECTION 2-25 “CAMPAIGN FINANCE RESTRICTIONS” TO AMEND THE CAMPAIGN CONTRIBUTION LIMITS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, on May 7, 2021, the Governor approved Senate Bill 1890 (“SB 1890”), which amended Section 106.08, Florida Statutes, regarding campaign contributions; and

WHEREAS, SB 1890 preempts local governments from adopting campaign contribution limits which differ from the limitations set forth by state statute; and

WHEREAS, Section 106.08, Florida Statute, provides a campaign contribution limit of \$1,000.00 for candidates in any election conducted on less than a countywide basis, which would include municipal elections; and

WHEREAS, Section 2-25 of the Town Code currently provides for a campaign contribution limit of \$300.00; and

WHEREAS, the Town Commission deems it in the best interest of the Town to adopt this Ordinance amending Section 2-25 of the Code to amend the campaign contribution limits for consistency with State law.

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

SECTION 1. Recitals. The foregoing “Whereas” clauses are ratified and confirmed as being true, correct, and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance.

SECTION 2. Amending Section 2-25. Chapter 2 “Administration,” Article II “Town Commission,” Section 2-25 “Campaign Finance Restrictions” is hereby amended to read as follows:¹

CHAPTER 2. – ADMINISTRATION

Article II. – Town Commission.

Sec. 2-25. Campaign finance restrictions.

(d) *Campaign contribution limits.* No candidate for the office of Mayor or Town Commissioner shall accept a campaign contribution, and no person or entity shall make a campaign contribution to such a candidate, in an amount which exceeds the aggregate amount of ~~\$300.00~~ 1,000.00 per election, ~~or as otherwise provided by law, adjusted for inflation based upon the consumer price index.~~

SECTION 3. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 4. Conflicts. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

¹Proposed additions to existing Town Code text are shown by underlining; proposed deletions from existing Town Code text are shown by ~~strike through~~.

SECTION 5. Effective Date. This Ordinance shall become effective upon adoption on second reading.

Passed on the first reading, this ____ day of _____, 2021.

Passed and adopted on the second reading, this ____ day of _____, 2021.

MAYOR CHRIS VINCENT

First Reading

Second Reading

Mayor Vincent

Vice-Mayor Oldaker

Commissioner Malkoon

Commissioner Sokolow

Commissioner Strauss

ATTEST:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

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2 An act relating to campaign financing; amending s.
3 106.08, F.S.; providing a limitation on contributions
4 made to political committees sponsoring or opposing a
5 constitutional amendment proposed by initiative;
6 specifying conditions upon which the limitation no
7 longer applies; preempting counties, municipalities,
8 and other local governmental entities from enacting or
9 adopting any limitation or restriction involving
10 certain contributions and expenditures, or
11 establishing contribution limits different than those
12 established in the Florida Election Code; providing
13 applicability; amending s. 106.141, F.S.; prohibiting
14 a candidate from donating surplus funds to a
15 charitable organization that employs the candidate;
16 providing that any candidate required to dispose
17 surplus funds may give certain surplus funds to the
18 state or a political subdivision, to be disbursed in a
19 specified manner; providing an effective date.
20

21 Be It Enacted by the Legislature of the State of Florida:
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23 Section 1. Paragraph (a) of subsection (1) of section
24 106.08, Florida Statutes, is amended, and subsection (11) is
25 added to that section, to read:

26 106.08 Contributions; limitations on.—

27 (1)(a) Except for political parties or affiliated party
28 committees, no person or political committee may, in any
29 election, make contributions in excess of the following amounts:

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30 1. To a candidate for statewide office or for retention as
31 a justice of the Supreme Court or to a political committee that
32 is the sponsor of or is in opposition to a constitutional
33 amendment proposed by initiative, \$3,000. However, the
34 limitation on contributions to such political committees no
35 longer applies once the Secretary of State has issued a
36 certificate of ballot position and a designating number for the
37 proposed amendment that the political committee is sponsoring or
38 opposing. Candidates for the offices of Governor and Lieutenant
39 Governor on the same ticket are considered a single candidate
40 for the purpose of this section.

41 2. To a candidate for retention as a judge of a district
42 court of appeal; a candidate for legislative office; a candidate
43 for multicounty office; a candidate for countywide office or in
44 any election conducted on less than a countywide basis; or a
45 candidate for county court judge or circuit judge, \$1,000.

46 (11) (a) A county, a municipality, or any other local
47 governmental entity is expressly preempted from enacting or
48 adopting:

49 1. Contribution limits that differ from the limitations
50 established in subsection (1);

51 2. Any limitation or restriction involving contributions to
52 a political committee or an electioneering communications
53 organization; or

54 3. Any limitation or restriction on expenditures for an
55 electioneering communication or an independent expenditure.

56 (b) Any existing or future limitation or restriction
57 enacted or adopted by a county, a municipality, or any other
58 local governmental entity which is in conflict with this

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subsection is void.

Section 2. Paragraph (a) of subsection (4) of section 106.141, Florida Statutes, is amended to read:

106.141 Disposition of surplus funds by candidates.—

(4)(a) Except as provided in paragraph (b), any candidate required to dispose of funds pursuant to this section shall, at the option of the candidate, dispose of such funds by any of the following means, or any combination thereof:

1. Return pro rata to each contributor the funds that have not been spent or obligated.

2. Donate the funds that have not been spent or obligated to a charitable organization or organizations that meet the qualifications of s. 501(c)(3) of the Internal Revenue Code, except that the candidate may not be employed by the charitable organization to which he or she donates the funds.

3. Give not more than \$25,000 of the funds that have not been spent or obligated to the affiliated party committee or political party of which such candidate is a member.

4. Give the funds that have not been spent or obligated:

~~a. In the case of a candidate for state office,~~ To the state, to be deposited in either the Election Campaign Financing Trust Fund or the General Revenue Fund, as designated by the candidate; or

~~b. In the case of a candidate for an office of a political subdivision,~~ To a ~~such~~ political subdivision, to be deposited in the general fund thereof.

Section 3. This act shall take effect July 1, 2021.



Town Commission Agenda Item Report

Meeting Date: October 26, 2021

Submitted By: Ken Rubach, Director of Public Works

Submitting Department: Public Safety

Item Type: Ordinances 1st Reading

Agenda Section: ORDINANCES 1st Reading

Subject Title: Ordinance 2021-14 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE I "IN GENERAL" TO ADJUST THE FEES ASSOCIATED WITH PARKING VIOLATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation: At the September 28, 2021 Commission Meeting, staff had requested direction from the Commission on amending current citation fees based on the increase in parking rates as well as fees charged by the surrounding municipalities. The Commission directed staff to move forward with drafting a new ordinance to increase the parking citation fees from \$25.00 to \$30.00 for parking violations and add an additional category for parking violations involving EV/golf cart/motorcycle spaces that were being improperly used in the amount of \$40.00. In an effort to streamline the process of adjusting citation fees going forward, the ordinance will allow for these fees to be set by resolution of the Town Commission. The fees will be adjusted in a resolution that will be included at the 2nd reading of this ordinance.

Recommendation: Staff recommends approval of Ordinance 2021-14 on first reading and setting second reading for December 14, 2021.

Attachments: Ex.1 – Ordinance 2021-14

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WHEREAS, Section 19-4 of the Town Code currently provides for a parking citation fee

WHEREAS, on September 28, 2021, the Town Commission directed staff to increase the parking citation fees to \$30.00 for parking violations and add an additional category of parking violations for EV/golf cart/motorcycle parking spaces that are improperly used in the amount of \$40.00; and

WHEREAS, the Town Commission deems it in the best interest of the Town to adopt this Ordinance amending Section 19-4 of the Code to remove the parking citation fees from the Code, and to separately adopt these increased and new fees by resolution.

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

SECTION 1. Recitals. The foregoing “Whereas” clauses are ratified and confirmed as being true, correct, and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance.

SECTION 2. Amending Section 19-4. Chapter 19 “Traffic and Motor Vehicles,” Article I “In General,” Section 19-4 “Enforcement of Traffic and Parking Regulations” is hereby amended to read as follows:¹

¹Proposed additions to existing Town Code text are shown by underlining; proposed deletions from existing Town Code text are shown by ~~strike through~~.

28 **CHAPTER 19. – TRAFFIC AND MOTOR VEHICLES**

29 ***

30 **Article I. – In General.**

31 ***

32 **Sec. 19-4. Enforcement of Traffic and Parking Regulations.**

33 ***

34 (b) *Overtime, permit or restricted parking—Penalty and enforcement.* The penalty for overtime
35 parking, ~~or~~ for parking in any space requiring a permit, ~~or~~ for parking in any space that may
36 be restricted in any manner, or for non-permitted uses of EV/golf cart/motorcycle parking
37 space, shall be \$25.00 set by resolution of the Town Commission.

38 ***

39 **SECTION 3. Severability.** If any section, sentence, clause, or phrase of this Ordinance
40 is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
41 shall in no way affect the validity of the remaining portions of this Ordinance.

42 **SECTION 4. Conflicts.** All prior ordinances or resolutions or parts thereof in conflict
43 herewith are hereby repealed to the extent of such conflict.

44 **SECTION 5. Effective Date.** This Ordinance shall become effective upon adoption on
45 second reading.

46 Passed on the first reading, this ____ day of _____, 2021.

47 Passed and adopted on the second reading, this ____ day of _____, 2021.

49 _____
50 **MAYOR CHRIS VINCENT**

	First Reading	Second Reading
52		
53 Mayor Vincent	_____	_____
54 Vice-Mayor Oldaker	_____	_____
55 Commissioner Malkoon	_____	_____
56 Commissioner Sokolow	_____	_____

57 Commissioner Strauss _____

58

59 ATTEST:

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63 Tedra Allen, Town Clerk

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65 APPROVED AS TO FORM:

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69 Susan L. Trevarthen, Town Attorney

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Town Commission Agenda Item Report

Meeting Date: October 26, 2021

Submitted By: Neysa Herrera, Assistant to the Town Manager

Submitting Department: Administration

Item Type: Ordinances 2nd Reading

Agenda Section: ORDINANCES 2nd Reading

Subject Title: Ordinance 2021-12 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2021 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT WITH WASTE PRO USA, INC; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE. **(Exhibit 1)**

Explanation: The Town Commission entered a Solid Waste, Bulk Waste and Recycling Collection agreement with Waste Pro USA, Inc. ("Waste Pro") on July 1, 2009. Since then, the Town has exercised its first and second renewal options. The current contract period ends on November 30, 2021. There is one more opportunity for a renewal term, which is the focus of this agenda item.

On June 27, 2021, the Town Commission authorized the Interim Town Manager to move forward with a 5-Year contract renewal with Waste Pro with the following negotiated service rates **(Exhibit 2- June 29th Waste Pro Agenda Memo & Exhibit 3 – June 29th Town Commission Meeting Minutes)**:

Residential	Rate	Percentage Increase
Current Rate	\$16.54	
Year 1	\$ 19.25	16.4%
Year 2	\$ 21.50	11.7%
Years 3-5	CPI not to exceed 5%	

Commercial		
Year 1 and 2	\$1 increase per cubic Yard	
Years 3-5	Increase follows CPI (not to exceed 5%)	

Attached for Town Commission consideration is the 2021 Restated Agreement with Waste Pro, for the third and final renewal period, which begins November 1, 2021, and ends on October 31, 2026 (the "2021 Agreement") **(Exhibit 4)**. Below for your convenience is a summary of the most significant changes included in the 2021 Agreement:

SECTION OF THE CONTRACT	CHANGE
Section 1.4. Option to Renew	Removed subsection b (Renewal process), since this will be the last renewal left on the contract
Section 2 (65). Definitions. Workday	Changed Workday from Monday through Saturday to Monday through Sunday
Section 3 (d-1). Plastic Multifamily Dumpsters	Removed since this has already been completed
Section 3 (h). Yard Waste Program	Amended language so it explains that the Town no longer has a Yard Waste Program. Language added to reflect fees will be negotiated if the Town decided to re-implement the program.
Section 5.2. Hours of collection, schedules, and routes. Commercial Services	Changes commercial collection start time to 6:00am Monday through Sunday.
Section 7.3. Town Dedicated Truck	This section was added based on negotiated service with Waste Pro. It provides the Town shall maintain a dedicated truck for Town solid waste collection and residential recycling collection.
Section 9. 1. Contractor Representative Availability.	Added language about requirements for Field Supervisor.
Section 14.2. Equipment in good repair	Added language to include routine inspection of equipment during service day and request for annual maintenance plan to be approved by Town.

Waste Pro has reviewed the 2021 Restated Agreement, hereby presented for Town Commission consideration, and has agreed to all terms and conditions. Because the contract is a franchise agreement, the approval is by Ordinance instead of Resolution, which is the typical way contracts are presented.

On September 28, the Town Commission unanimously approved Ordinance 2021-12 on 1st reading. If this ordinance is approved on 2nd reading, the restated agreement will be executed by the participating parties and become effective November 1st.

Recommendation: Adopt Ordinance 2021-12 and authorize the Town Manager to execute a five-year contract extension with Waste Pro with the above-mentioned items.

Attachments:

- Exhibit 1 - Ordinance 2021-12
- Exhibit 2 – June 29th Waste Pro Agenda Memo
- Exhibit 3 – June 29th Town Commission Meeting Minutes
- Exhibit 4 – 2021 Restated Agreement with Waste Pro – Clean
- Exhibit 5 – 2021 Restated Agreement with Waste Pro – Redlined
- Exhibit 6 – September 28th Town Commission Meeting Minutes

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WHEREAS, in 2009, the Town of Lauderdale-By-The-Sea issued a Request for Proposals -02-01 for solid waste and recycling services for the residences and businesses within the state limits of the Town; and

WHEREAS, on March 27, 2012, the Town Commission adopted Ordinance 2012-03, approving the 2012 Restated Collection Agreement for the first renewal period of June 21, 2012 through June 30, 2015 (the “First Renewal Term”); and

WHEREAS, on August 19, 2014, the Town approved the transfer of the 2012 Restated Collection Agreement to Waste Pro and Waste Pro has been providing collection services for the Town since that time; and

1

32 **WHEREAS**, on November 24, 2015, the Town Commission adopted Ordinance No. 2015-
33 14, which approved the 2015 Restated Collection Agreement providing for a one-year extension
34 of the First Renewal Term through November 30, 2016, and amendments to improve the
35 operations of the solid waste and recyclable collection system; and

36 **WHEREAS**, on November 15, 2016, the Town Commission approved a 90-day extension
37 to the First Renewal Term through February 16, 2016, and on February 14, 2017, the Town
38 Commission approved another 90-day extension of the First Renewal Term through May 17, 2017,
39 to provide time for the parties to negotiate the terms of a second renewal term of the Collection
40 Agreement; and

41 **WHEREAS**, the May 9, 2017, the Town Commission adopted Ordinance 2017-06, which
42 approved the 2017 Restated Collection Agreement for the second renewal term (the “Second
43 Renewal Term”); and

44 **WHEREAS**, on May 14, 2019, the Town Commission adopted Ordinance 2019-01,
45 approving the 2019 Restated Collection Agreement (the “2019 Restated Collection Agreement”),
46 which amended the 2017 Restated Collection Agreement to improve communication regarding
47 commingled waste and modified provisions including, but not limited to, missed collections,
48 required number of carts in a duplex, and penalties; and

49 **WHEREAS**, the 2019 Restated Collection Agreement is set to expire, and Town staff has
50 negotiated certain amendments with Waste Pro for the third and final renewal term; and

51 **WHEREAS**, the 2021 Restated Collection Agreement, attached as Exhibit “A,” renews
52 the Collection Agreement for its third and final renewal term and amends the 2019 Restated
53 Collection Agreement; and

54 **WHEREAS**, the 2021 Restated Collection Agreement is found to be in the best interests
55 of the Town.

56 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
57 **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:**

58 **SECTION 1. Recitals.** The foregoing “Whereas” clauses are ratified and confirmed as
59 being true, correct and reflective of the legislative intent underlying this Ordinance and are hereby
60 made a specific part of this Ordinance.

SECTION 2. Adoption of Agreement. The 2021 Restated Collection Agreement between the Town of Lauderdale-By-The-Sea and Waste Pro USA, Inc., attached as Exhibit “A” and made a part hereof by this reference, is hereby approved.

SECTION 3. Execution of Agreement. The appropriate Town officials and staff are authorized to execute the 2021 Restated Collection Agreement, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

SECTION 4. Conflicts. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section or provision of this Ordinance, or any paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part hereof, other than the part declared to be invalid.

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption on second reading.

Passed on the first reading, this _____ day of September, 2021.

Passed and adopted on the second reading, this _____ day of October, 2021.

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	_____	_____
Vice-Mayor Oldaker	_____	_____
Commissioner Sokolow	_____	_____
Commissioner Malkoon	_____	_____
Commissioner Strauss	_____	_____

95 ATTEST:
96
97
98 _____
99 Tedra Allen, Town Clerk
100
101 APPROVED AS TO FORM:
102
103
104 _____
105 Susan L. Trevarthen, Town Attorney

**Solid Waste, Bulk Waste, and Recycling Collection Services Agreement
Between
The Town of Lauderdale By-The-Sea, Florida
and
Waste Pro USA, Inc.**



2021 Restated Collection Agreement

**History: RFP No. 09-02-01 - Effective July 1, 2009 -
First Amendment - September 10, 2009
Second Amendment - January 11, 2011
Third Amendment - September 30, 2011
Restated Agreement - March 27, 2012
First Amendment to the Restated Agreement – January 13, 2015
2015 Restated Agreement – November 24, 2015
2017 Restated Agreement – May 18, 2017
2019 Restated Agreement – May 14, 2019
2021 Restated Agreement – November 1, 2021**

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

This Agreement and amendments thereto (hereinafter referred to as “Agreement”) made and first entered into the 1st day of July, 2009, and amended as provided below, by and between the Town of Lauderdale By-The-Sea, a municipal corporation of the State of Florida (hereinafter referred to as “**TOWN**”), acting by and through its duly authorized Town Commission, and Waste Pro USA, Inc., a Florida Corporation and successor-in-interest pursuant to a transfer of this Agreement approved by the Town Commission on August 19, 2014 (hereinafter referred to as “**CONTRACTOR**”).

The amendments to this Agreement include:

1. First Amendment on September 10, 2009,
2. Second Amendment on January 11, 2011,
3. Third Amendment on September 30, 2011,
4. 2012 Restated Agreement on March 27, 2012 (first renewal period),
5. First Amendment to the 2012 Restated Agreement on January 13, 2015, and
6. 2015 Restated Agreement on November 24, 2015 (extension of first renewal period).
7. 2017 Restated Agreement on May 18, 2017 (second renewal period).
8. 2019 Restated Agreement on May 14, 2019 (amendments)
9. 2021 Restated Agreement on November 1, 2021 (third renewal period and amendments)

WITNESSETH:

WHEREAS, the CONTRACTOR and the TOWN wish to set forth the terms and conditions of this Agreement for the provision of a Solid Waste, Bulk Waste, and Recycling Collection Services.

NOW THEREFORE, for the mutual benefits and other considerations recited herein, the parties agree as follows:

SECTION 1: AGREEMENT

1.1 FRANCHISE

For the term of this Agreement, the TOWN hereby grants the CONTRACTOR the exclusive franchise and the sole obligation to operate and maintain comprehensive Solid Waste, Bulk Waste, and recycling collection services for Residential Collection Service Units and Solid Waste for Commercial Collection Service Units in and for the TOWN, except as specifically excluded in this Agreement. The franchise specifically excludes the exclusive collection of construction and demolition debris. The CONTRACTOR is authorized by the TOWN, in, upon, over, and across the present and future streets, alleys, bridges, easements, and other public places of the TOWN for the purposes of fulfilling CONTRACTORS’ obligations under this Agreement within the municipal corporate limits of the TOWN, or as directed in conformance with the Charter and Ordinances of the TOWN and other applicable law. The CONTRACTOR’S sole consideration from the TOWN shall be the right to provide the services specified herein at the rates specifically authorized herein.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

1.2 TERM OF AGREEMENT

The initial term of this Solid Waste, Bulk Waste, and Recycling Collection Services Agreement (“Agreement”) was for a period of three (3) consecutive years, commencing on July 1, 2009 at 12:00 a.m., local time, through June 20, 2012 at 11:59 p.m., local time. The first renewal period commenced on June 21, 2012 at 12:00 a.m., local time, and continued through May 17, 2017 at 11:59 p.m., local time. The second renewal period commenced on May 18, 2017 at 12:00 a.m., local time, and ends on November 30, 2021 at 11:59 p.m., local time. The third renewal period begins November 1, 2021 at 12:00 a.m., local time, and ends on October 31, 2026.

1.3 EXPIRATION OF AGREEMENT PROVISIONS

In the event a new Agreement has not been awarded upon the expiration of this Agreement, and renewal options are not exercised, the CONTRACTOR agrees to provide service to the TOWN for an additional ninety (90) calendar day period beyond the expiration of the Agreement at the then established rates, provided the TOWN requests said services, in writing, at such time.

1.4 OPTION TO RENEW

- (a) *Renewal Periods.* After the initial three (3) year period, this Agreement may be renewed for three (3) additional periods, each lasting between three (3) and five (5) years as shown in the following table.

Table 1 – Renewal Periods

Initial Term:	July 1, 2009 to June 20, 2012
First Renewal Term:	June 21, 2012 to May 17, 2017
Second Renewal Term	May 18, 2017 to November 1, 2021
Third Renewal Term	November 1, 2021 to October 31, 2026
Renegotiate Terms and Conditions or Request Bids from Qualified Contractors	To be determined

- (b) *Final Renewal Term.* In the event the Agreement is renewed for three (3) Renewal Terms, the TOWN may, at the end of the final renewal term, either renegotiate the term and conditions of the Agreement with the current CONTRACTOR or request bids from qualified contractors to provide Solid Waste Collection, Bulk Waste Collection, and Recycling Services.
- (c) *No Limits on Right of Termination.* This section in no way limits the TOWN’S right to terminate this Agreement for cause at any time during the initial term or any extension thereof, pursuant to Section 9 of this Agreement.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

SECTION 2: DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply, unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the TOWN shall apply. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word “shall” is always mandatory and not merely discretionary.

1. **Advertising** shall mean any written communication for the purpose of promoting a product or service. No advertising shall be permitted on Collection vehicles, or any other vehicles, Recycling Bins, Recycling Containers, Containers, Roll-offs or other equipment used for the purpose of administering this Agreement. The CONTRACTOR’S name in which it is doing business and non-toll telephone service number, written communication as specified in the Agreement or written communication as directed by the Town Manager, shall not be considered Advertising.
2. **Account Holder** shall mean the party responsible for payment for services provided by CONTRACTOR that has arranged an account with the CONTRACTOR.
3. **Agreement** shall mean this Agreement.
4. **Bags** shall mean non-dissolvable plastic bags.
5. **Biological Waste** shall mean, as defined in Chapter 403, Florida Statutes, Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.
6. **Biomedical Waste** shall mean, as defined in Chapter 403, Florida Statutes, any Solid Waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.
7. **Brown Goods** shall mean discarded computers, televisions, stereos, cabinets, furniture, and other similar domestic goods. Brown Goods must be generated by the Customer and at the Residential Service Unit or Commercial Service Unit wherein the Brown Goods are collected. Anytime White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
8. **Bulk Waste** shall mean those wastes that may require special handling and management including, but not limited to: all types of vegetative matter resulting from normal yard and landscaping maintenance that does not exceed six (6) feet in length, White Goods, Brown Goods, furniture, equipment, and other similar items including materials resulting from minor home repairs. Bulk Waste does not include items herein defined as Garbage, Contractor-Generated Waste, Exempt Waste, or items such as televisions, mirrors, window glass, or containers with fluids, or waste containing refrigerants or other potentially harmful fluids or gases.
9. **Bulk Waste Collection Service** shall mean Bulk Waste Collection from Residential Service Units and delivery of the Bulk Waste to the Designated Disposal Facility.
10. **Business Day** shall mean any day, Monday through Friday, from 8 a.m., local time until 4 p.m., local time.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

11. **Cart** shall mean a metal or plastic receptacle on wheels that is mechanically emptied, with a maximum capacity of ninety-six (96) gallons used to store Solid Waste, Yard Waste or Recyclable Materials until collection by the CONTRACTOR.
12. **Collection** shall mean the process whereby Solid Waste, Bulk Waste, and Recyclable Materials are removed and transported to the appropriate Designated Disposal Facility. Collection shall exclude the process of picking up, transporting, and dropping off Exempt Waste.
13. **Collection Rates** shall mean the rates approved pursuant to the terms of this Agreement that are to be charged by the CONTRACTOR for collection services.
14. **Commercial Establishment** shall mean all retail, professional, wholesale, institutional, lodging, and industrial facilities, and any other commercial enterprises, offering goods or services to the public located in the Service Area.
15. **Commercial Services** shall mean Commercial Solid Waste Collection Services performed in the Service Area.
16. **Commercial Service Unit** shall mean any Commercial Establishment in the Service Area.
17. **Commercial Solid Waste** shall mean any Garbage or Trash that is usual to the normal operations of a Commercial Service Unit. A Customer driven activity at the Commercial Service Unit wherein the Commercial Solid Waste is collected and does not include items defined herein as Yard Waste, Bulk Waste, Contractor-Generated Waste, or Exempt Waste must generate commercial Solid Waste. Recyclable Materials are not Commercial Solid Waste.
18. **Commercial Solid Waste Collection Service** shall mean the Collection and disposal of Commercial Solid Waste from Commercial Service. Commercial Solid Waste Collection Service shall be provided via Containers or Dumpsters.
19. **Commercial Recycling Collection Service Unit** shall mean the Collection of Recyclable Materials from Commercial Service Units utilizing Recycling Bins and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.
20. **Compactor** shall mean a mechanism, whether stationary or mobile, with a minimum compaction ratio of 2.5 to 1.0 used for the densification of Solid Waste in Containers or Roll-offs. The CONTRACTOR shall clearly mark all Dumpsters and Roll-offs and Compactors as to prohibit their use for the disposal of Biological Waste, Biomedical Waste, Hazardous Waste, or Sludge if hauler is to provide as opposed to Inter Local Agreement (ILA).
21. **Construction and Demolition Debris** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, fence, screen, metal, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project. This includes non-vegetative construction and demolition debris as a result of a fire, and manmade or natural disaster, to include hurricane debris.
22. **Container** shall mean a Dumpster or Cart used to store Solid Waste, Yard Waste or Recyclable Materials.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

23. **CONTRACTOR** shall mean the person or entity that has entered into this Agreement to provide the services described herein for the Service Area.
24. **Contractor-Generated Waste** shall mean Bulk Waste generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, and lawn or yard maintenance services and nurseries.
25. **County** shall mean Broward County, Florida.
26. **Customer** shall mean person(s) that produce the Solid Waste, Bulk Waste and Recyclable Materials at a physical location. The Customer may be the Account Holder.
27. **Designated Disposal Facility** shall mean the facility designated by the Town for receipt of all Solid Waste, Bulk Waste and Yard Waste collected within the Town that is capable of being processed at the Designated Disposal Facility.
28. **Designated Recycling Facility** shall mean the Recovered Materials Processing Facility designated by the Town for receipt of the Recyclable Materials collected within the Town.
29. **Disposal Charges** shall mean the prevailing per-ton rate charged at the Designated Disposal Facility for the acceptance and disposal of Residential Waste, Commercial Solid Waste, and other waste materials.
30. **Disposal Fee** shall mean the amount within the Collection Rate paid by the Customer that is charged for the disposal of Solid Waste, Bulk Waste and Yard Waste.
31. **Dumpster** shall mean a metal or plastic receptacle, with a capacity of up to and including eight (8) cubic yards designed or intended to be mechanically dumped into a loader-packer type garbage truck.
32. **Dwelling Unit** shall mean an individual living unit in a single-family dwelling, duplex dwelling, multi-family dwelling, or mixed-used dwelling within a structure or building intended for, or capable of being utilized for residential living, other than those structures or building units included within the definition of Commercial Service Unit herein.
33. **Exempt Waste** shall mean Biological Waste, Biomedical Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission, and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.
34. **Franchise Fee** shall mean the charge to CONTRACTOR for the use of present and future streets, alleys, bridges, easements, and other public places of the TOWN. The Franchise Fee shall be calculated by multiplying the Gross Revenues as defined herein by the assigned franchise fee percentage. For example, commercial franchise fee shall be ten percent (10%) of Gross Revenues for Commercial Services and three point seven six percent (3.76%) of Gross Revenues for Residential/Multi Family Services.
35. **Garbage** shall mean all waste that is generated from normal residential activities. These materials generally include, but are not limited to, kitchen and food waste, animal and produce waste, or any organic waste that is a result of storage, preparation, cooking, or handling of food materials. Also included in this category are household waste items such as food packaging materials; non-recyclable cans, plastics, paper, cardboard, and bottles; rags and cleaning supplies, and other items usual to housekeeping.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

36. **Gross Revenues** shall mean all charges invoiced by the CONTRACTOR arising from, attributable to or in any way derived from the services it provides pursuant to this Agreement, exclusive of franchise fees.
37. **Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
38. **Non-Collection Notice** shall mean a sticker, tag, or door hanger used by the CONTRACTOR to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by the CONTRACTOR pursuant to the Agreement, developed and provided by the CONTRACTOR and approved by the TOWN. CONTRACTOR is required to provide a Non-Collection Notice anytime Solid Waste, Bulk Waste, or Recycling Materials are not picked up for any reason.
39. **Ordinance** shall mean those parts of the Code of the TOWN governing Solid Waste Collection, Disposal, and Recycling activities within the TOWN.
40. **Recovered Materials Processing Facility** shall mean a facility engaged solely in the storage, processing, resale, or reuse of Recyclable Materials, and that meets the requirements of Section 403.7046, Florida Statutes.
41. **Recyclable Materials** shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials to be collected shall include all materials that are accepted by the Designated Recycling Facility.
42. **Recycling** shall mean any process by which materials that would otherwise have been Residential Solid Waste or Commercial Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
43. **Recycling Bin** shall mean a rigid rectangular receptacle stenciled with the TOWN logo. Recycling Bins shall not contain the name or logo of the CONTRACTOR. Recycling Bins shall be made of plastic or other suitable substance of no less than fourteen (14) gallons.
44. **Recycling Container or Recycling Cart** shall mean a wheeled metal or plastic receptacle, with a capacity of ninety six (96) gallons or an alternative sized specified by TOWN, intended to be manually or mechanically dumped into a loader-packer type recycling truck. Recycling Containers shall be stenciled with the Town logo and shall not contain the name or logo of the CONTRACTOR. A Recycling Container is commonly referred to as a "Recycling Cart."
45. **Residential Collection Service Unit – Single Family, Duplex** shall mean one single family home or one duplex unit that uses containers that are placed at curbside for collection.
46. **Residential Collection Service Unit – Multi Family Container Service** shall mean a Multi Family property that uses containers that are placed at curbside for collections.
47. **Residential Recycling Collection Service Unit** shall mean all types of Residential Collection Service Units utilizing Recycling Bins, Dumpsters and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

48. **Residential Collection Service Unit – Multi Family Dumpster Service** shall mean the Collection of Garbage and Trash from multi-family residential units that utilize dumpsters for the Collection Service.
49. **Residential Solid Waste** shall mean Garbage and Trash resulting from the normal household activities of a Residential Service Unit. The Customer at the Residential Service Unit wherein the waste is collected must generate the Solid Waste. It does not include items defined herein as Contractor-Generated Waste or Exempt Waste. Recyclable Materials and Bulk Waste are not Residential Solid Waste.
50. **Roll-Off Collection Service** shall mean the Collection and disposal of Roll-Off Containers containing Construction and Demolition Debris. Collection of Construction and Demolition Debris is not considered exclusive to the CONTRACTOR under the terms and conditions of the Agreement.
51. **Roll-Off Containers** shall mean any metal receptacle with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle. Roll-off Containers utilized for services covered under this Agreement shall be owned by the CONTRACTOR.
52. **Scheduled Collection Day** shall mean any day in which Collection activities take place.
53. **Service Area** shall mean the municipal limits of the TOWN.
54. **Sludge** shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances, or any other such waste having similar characteristics or effects.
55. **Solid Waste** shall mean Garbage and Trash. Bulk Waste and Recyclable Materials are not considered Solid Waste.
56. **Special Waste** shall mean Solid Waste that can require special handling and management, including, but not limited to used tires, used oil, lead-acid batteries, ash residue, and biological wastes.
57. **TOWN** shall mean the Town of Lauderdale By-The-Sea, Broward County, Florida.
58. **Town Commission** shall mean the Town Commission of the TOWN.
59. **Town Manager** shall mean the Town Manager of the TOWN, or his/her designated representative(s).
60. **Town Sponsored Special Events** shall mean events sponsored or co-sponsored by the TOWN.
61. **Trash** shall mean plastic bags, wood, bundles, toys, Yard Waste, and other similar waste materials in cans or similar receptacles. Trash does not include items that are Contractor-Generated Waste or Exempt Waste.
62. **Yard Waste (or Yard Trash)** shall mean vegetative materials from normal yard and landscaping maintenance that is from the serviced property.
63. **Yard Waste Collection Service** shall mean the once per week collection of Yard Waste utilizing carts from Cart Customers (single family, duplex and multifamily).

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

64. **White Goods** shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the Customer and at the Residential Service Unit or Commercial Service Unit wherein the White Goods are collected. Any time White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
65. **Work Day** shall mean any day, Monday through Sunday.
66. **Undefined Amount of Solid Waste or Recyclables** shall mean the quantity of disposed material that can be placed in a Container by and still allow proper collection with the lid closed.

SECTION 3: COLLECTION SERVICES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR shall provide all Residential Services and Commercial Services, as defined in Section 3 herein, within the corporate limits of the TOWN, except as provided herein. Said service shall include:

3.1 RESIDENTIAL SOLID WASTE – GARBAGE AND TRASH

- (a) **All Residential Solid Waste.** The CONTRACTOR is responsible to collect all Solid Waste, Bulk Trash, and Recycling Materials in the Service Area. In the event the CONTRACTOR is not able to collect, CONTRACTOR is required to provide a Non-Collection Notice with the contractual reason for non-collection.
- (b) **Christmas Trees.** The CONTRACTOR shall collect Christmas Trees from all Residential Service Units at curbside at no additional cost to the Residential Service Unit or the TOWN on normal pickup days when the tree is placed in the Cart or on any Bulk Trash pickup day.
- (c) **Containers.** Containers provided by the CONTRACTOR shall meet accepted industry standards. TOWN will select the color of the Container; however, once the color is selected, all Containers of the same type shall be the same color. Carts shall have a capacity of not greater than ninety-six (96) gallons. The CONTRACTOR is not required to empty any Carts that exceed 150 pounds in weight.
- (d) **Container Repair or Replacement.**
 - (1) **Cart.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Collection Service Unit's Cart has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Cart or make repairs to the Container within two (2) Work Days of said notice. Each Residential Collection Service Unit shall be entitled to two (2) repairs or two (2) replacements of lost, destroyed, or stolen Containers within a rolling 24 month period at no cost to the TOWN or the Residential Collection Service Unit. Additional replacement Containers or repairs shall be provided at the CONTRACTOR'S actual cost and charged to the Residential Collection Service Unit Customer, unless such damage was caused by CONTRACTOR.
 - (2) **Dumpster.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Collection Service Unit's Dumpster has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Dumpster or make repairs to the Dumpster within four (4) Work Days of said notice.

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- (e) **Collection Rates.** As of the effective date of this Agreement, the CONTRACTOR shall provide Collection Service for each type of service according to the Collection Rates shown in the corresponding Exhibits to this Contract, which are incorporated herein; unless specifically and expressly authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN.
- (f) **Service Levels Not Designated** – For Residential Solid Waste service levels not designated in this Agreement, the CONTRACTOR may provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and Customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the Customer. All said service levels, types, and rates shall be approved by the TOWN.
- (g) **Ownership** of Carts –Carts purchased by the CONTRACTOR shall be deemed to be owned by the CONTRACTOR, except that Carts in the possession of a Residential Collection Service Unit or the TOWN at the end of the Agreement shall be deemed to be owned by the TOWN.
- (h) **Yard Waste Collection Service.** The TOWN no longer has a Yard Waste Program. Residents who previously had a yard cart may continue to put their yard waste in the yard cart. However, this will be picked up along with regular solid waste once a week. A replacement cart or additional cart shall be subject to fee (see Exhibit 1). The Town has the option of implementing Yard Waste Collection Service for residential customers utilizing carts by providing the CONTRACTOR with written notice. Within 120 days of receipt of such written notice from the TOWN, the CONTRACTOR shall begin providing once a week residential and Multifamily (with carts service) yard waste collection service. The fee for yard waste collection service paid to CONTRACTOR shall be negotiated by the parties prior to the implementation of the Yard Waste Program.

3.1.1 Residential Collection Service Units – Single Family, Duplex (Cart Service)

- (a) **Frequency.** The CONTRACTOR shall pick up, twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each residential unit.
- (b) **Suspension of Service.** Single Family or Duplex Residential Service Units may suspend service in accordance with the requirements of the Town Code of Ordinances.
- (c) **Placement of Carts.** CONTRACTOR shall pick up all Carts placed within three (3) feet of the street. Carts, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. Carts shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.
- (d) **Number of Carts.** CONTRACTOR will provide one (1) Cart to each Residential Service Unit, unless a smaller size Cart is requested by the Residential Service Unit and agreed upon by CONTRACTOR. In accordance with Chapter 10 of the Town Code, when a duplex is owned by a single person / entity, residents of the Duplexes units may share a common waste and recycling cart provided under a single account,

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provided it is sufficient to accommodate the joint usage without spillover. An additional waste cart requires an additional account.

- (e) ***Size of Carts.*** The TOWN shall determine the size of the Carts for each class of service.
- (f) ***Residential Off-Street Collection Service.*** The CONTRACTOR shall provide off-street Collection for Solid Waste from Residential Collection Service Units if (a) all adult occupants residing therein are incapable of moving the Carts, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Collection Service Unit, and (c) the request is approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to Customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Collection Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Collection Service Unit.

3.1.2 Residential Collection Service Units – Multi Family with Cart Service

- (a) ***Frequency.*** The CONTRACTOR shall pick up twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each Residential Collection Service Unit at curbside or a designated location.
- (b) ***Placement of Containers.*** CONTRACTOR shall pick up all Carts placed within three (3) feet of the street. Carts, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonable possible to its original location. Carts shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.
- (c) ***Number of Carts.*** CONTRACTOR shall provide one (1) Cart for each Residential Collection Service Unit if requested, to accommodate the Solid Waste Collection needs of the Residential Collection Service Units. CONTRACTOR may reduce total numbers of Carts if collection is easily contained in a lesser number of Carts. The CONTRACTOR shall provide the number of Carts necessary for efficient and sanitary services based on the reasonable request of an authorized representative of the Residential Service Units, in accordance with the following:
 - (i) A “reasonable request” shall be made at least thirty (30) days prior to the desired date of pick-up or delivery of Carts.
 - (ii) A “reasonable request” shall be defined as any request for a number of Carts sufficient for efficient and sanitary services. Regardless of the actual number of Carts sufficient for efficient and sanitary services, the Residential Service Units shall pay the rate for the number of Carts equaling at least fifty percent (50%) of the number of residential dwelling units. If fifty percent (50%) is not a whole number, the minimum number of Carts will be rounded down; for example, eleven (11) residential dwelling units may request no fewer than five (5) Carts.
 - (iii) A reasonable request may be made up to two (2) times per fiscal year for free. Additional requests to have Carts picked up or delivered may be made,

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but shall require payment of a fee. The fee shall be twenty-five dollars (\$25) for the first four (4) Carts to be picked up or delivered; additional Carts may be requested to be picked up or delivered for a fee of fifteen dollars (\$15) each.

- (iv) In the event of disagreement about the reasonable number of Carts, the TOWN shall make the final determination.

3.1.3. Residential Collection Service Units – Multi Family Dumpster Service

- (a) **Number and Size; Frequency of Pickup.** The CONTRACTOR shall provide the sizes and numbers of Dumpsters necessary for efficient and sanitary services based on the reasonable request of an authorized representative of Residential Service Units. Dumpsters shall be picked up as frequently as volume demands, but not less than twice per week, at least three (3) days apart. The Account Holder and the CONTRACTOR shall mutually agree upon the size and frequency of pick-up of Dumpsters. The CONTRACTOR shall notify Account Holder if it is deemed necessary to increase service, and notify the TOWN of their intention to do so. Any dispute between Account Holder and CONTRACTOR shall be resolved by TOWN according to the process established by Town Code and the decision of the TOWN shall be final and binding.
- (b) **Dumpsters.** Dumpsters provided by the CONTRACTOR shall meet accepted industry standards. The CONTRACTOR shall maintain Dumpsters as necessary to maintain efficient and sanitary services.
- (c) **Placement of Dumpsters** - CONTRACTOR shall empty all Dumpsters from the Customer's Dumpster enclosure or where placed by the Customer on collection day. Dumpsters, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. No Dumpsters shall be placed by Customer or CONTRACTOR in the public right-of-way unless specific written approval has been given by the TOWN. Valet service may be provided by CONTRACTOR as a special service (see Exhibit 1).

3.2 RESIDENTIAL BULK WASTE

3.2.1 Bulk Waste Collection Schedule and Generation Location

The CONTRACTOR shall pick up Bulk Waste from each Residential Collection Service Unit once a month according to the annual schedule adopted by the TOWN.

All Bulk Waste shall be placed curbside for collection according to the TOWN Code and shall be generated from the Residential Collection Service Unit disposing of the Bulk Waste.

- 3.2.2 **Bulk Waste Service.** Bulk Waste Collection Services shall be provided by CONTRACTOR in accordance with the following service levels:

Residential Service Unit	Service Level
Single Family, Duplex	No Maximum

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Residential Service Unit	Service Level
Multi Family with Carts	One (1) cubic yard of Bulk Waste multiplied by the number of Solid Waste Carts from the Residential Service Units. For example, if an 11 unit Multi Family property has five (5) Solid Waste Carts, the CONTRACTOR shall collect up to five (5) cubic yards of Bulk Waste.
Mixed-Use Property	Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup.
Multi Family Dumpster Service	No Maximums

3.3 COMMERCIAL SOLID WASTE

- 3.3.1 **Commercial Solid Waste Collection Service** – The CONTRACTOR shall provide Commercial Solid Waste Collection Service as deemed necessary and as determined between the CONTRACTOR and the Customer. However, frequency shall be no less than two (2) times per week with no exception for Holiday(s) as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. The size of the Container or Dumpster and the frequency of Collection (meeting minimum requirements) shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste shall be placed outside the Container or Dumpster. Dumpster(s) and Container(s) shall be accessible to the CONTRACTOR’S crew and vehicles. In the event of disagreement about the size of Dumpster or frequency of collection, the TOWN shall make the final determination.
- 3.3.2 **Rates** - The CONTRACTOR shall provide Container(s) and Dumpster(s) at the approved rates as identified in Exhibit 2 and Exhibit 3 Compacted Dumpster Service, which are incorporated herein, and, unless specifically authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN unless specifically and expressly set forth herein. Customers may own their Dumpsters and/or Container(s) provided that the Customer shall be completely responsible for its proper maintenance and such Container(s) shall be of a type that can be serviced by the CONTRACTOR’S equipment.
- 3.3.3 **Service Levels not Designated** – For Commercial Solid Waste Collection service levels not designated, the CONTRACTOR shall provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and Customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the Customer. All said service levels, types, and rates shall be approved by the TOWN.

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- 3.3.4 **Placement of Dumpsters** - CONTRACTOR shall empty all Dumpsters from the Customer's Dumpster enclosure or where placed by the Customer on collection day. Dumpsters, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. No Dumpsters shall be placed by Customer or CONTRACTOR in the public right-of-way unless specific written approval has been given by the TOWN. Valet service may be provided by CONTRACTOR as a special service (see Exhibit 5).
- 3.3.5 **Dumpster Repair or Replacement.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Dumpster has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Dumpster or make repairs to the Dumpster within four (4) Work Days of said notice.

3.4 RECYCLING

The CONTRACTOR shall offer recycling services to all Commercial Recycling Collection Service Units; the fees for those services shall be agreed upon by the Commercial Recycling Collection Service Unit and the CONTRACTOR.

The CONTRACTOR shall provide Recycling Services to all Residential Service Units as described below.

- 3.4.1 CONTRACTOR shall provide Recycling Services to all Residential Collection Units one (1) day per week, on a regular scheduled Solid Waste pick up day. The services to be performed by the CONTRACTOR shall consist of Collection of all designated Recyclable Materials and transportation to the Designated Recycling Facility.
- 3.4.2 Should unanticipated events, circumstances, or changes in law arise that necessitate any additions or deletions to work described in this Section, including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications and any compensation to CONTRACTOR before undertaking any changes or revisions to such work.
- 3.4.3 **Purchase and Distribution:** CONTRACTOR shall provide one (1) Recycling Cart to each Residential Collection Service Unit – Single Family and Duplex and one (1) Recycling Cart for every Garbage Container required in Section 3.1.2 for Residential Collection Service Units – Multi Family with Containers. TOWN will select the color of the Container; however, once the color is selected, all Containers shall be the same color. The TOWN may select one alternative sized CART that the Residential Collection Service Unit may request from CONTRACTOR and CONTRACTOR shall promptly provide said carts to the Customers as directed by the Town at no charge to either the Customer or the Town. All Recycling Carts shall be capable of being emptied by mechanical equipment.
- a. The CONTRACTOR shall maintain sufficient Recycling Carts to ensure that extra or replacement Recycling Carts can be provided to Customers or properties in accordance with the terms and conditions of the Agreement. The CONTRACTOR'S employees shall take care to prevent damage to Recycling Carts by unnecessary rough treatment.

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- b. The CONTRACTOR shall purchase and distribute new Recycling Carts as requested by TOWN to existing Residential Collection Service Units for the term of this Agreement.
 - c. The CONTRACTOR shall purchase and distribute Recycling Carts to new Residential Collection Service Units that are added to the Service Area during the term of the Agreement.
- 3.4.4 **Repair or Replacement** – Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Service Unit's Recycling Container has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Container to such Residential Service Unit or make repairs to the Container within two (2) Work Days of said notice. Each Residential Service Unit shall be entitled to two repairs or replacements of lost, destroyed, or stolen Containers within a two year period at no cost to the TOWN or the Residential Collection Service Unit. Additional replacement Containers or repairs shall be provided at the CONTRACTOR'S actual cost.
- 3.4.5 **Ownership** – Ownership of Recycling Carts purchased by the CONTRACTOR shall rest with the CONTRACTOR, except that ownership of Recycling Carts in the possession of a Residential Collection Service Unit or TOWN at the end of the Agreement shall rest with the TOWN.
- 3.4.6 **Recyclable Materials to be Collected** – The CONTRACTOR shall collect all Recyclable Materials that are accepted by the Designated Recycling Facility and that are placed in a Recycling Container.
- 3.4.7 **Contaminated Recyclable Materials** – The CONTRACTOR shall not collect Recyclable Materials that are significantly contaminated with non-Recyclable Materials.
- The CONTRACTOR shall leave a Non-Collection Notice explaining why the material in the Recycling Cart was not collected and shall advise the Town that day of the non-collection. The CONTRACTOR shall not collect the Recyclable Materials until the Residential Service Unit segregates the Recyclable Materials from the contaminating material.
- The TOWN shall approve the design of said notice, and the cost of printing said notice shall be borne by the CONTRACTOR.
- The CONTRACTOR shall maintain a record of the address of any Residential Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.
- 3.4.8 **Recycling Containers for Residential Units Utilizing Dumpsters** – The CONTRACTOR shall provide the same level of Residential Recycling Service to Residential Units using Dumpsters as provided to the Residential Units – Multi Family as identified in Section 3.4. If the recycling volume is sufficient, upon request of an Account Holder, CONTRACTOR shall provide a recycling Dumpster instead of or in addition to Recycling Carts.
- 3.4.9 **Residential Off-Street Collection Service.** The CONTRACTOR shall provide off-street Collection for Recyclables from Residential Service Units if (a) all adult occupants residing therein are incapable of moving their carts, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Service Unit, and (c) the request is

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approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to Customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Service Unit.

3.5 DESIGNATED DISPOSAL FACILITY AND COMMINGLING OF WASTE

All Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials collected pursuant to this Agreement shall be delivered to facilities designated by the TOWN ("Designated Disposal Facilities"), with the exception of waste which is shown by affidavit to be destined for transportation to any destination outside of the State of Florida. A violation of this Section is a material breach of contract.

3.5.1 Disposal Facility Outside of Florida

Should CONTRACTOR direct waste to a location outside the State of Florida, it shall indemnify and hold harmless the TOWN for any action resulting from such disposal. CONTRACTOR specifically acknowledges that the prices in this Agreement include this indemnification and hold harmless obligation as a part of its cost for out of state delivery, and such cost is not to be interpreted as a penalty for, or barrier to, delivery of the waste by CONTRACTOR out of state.

3.5.2 Ownership and Commingling of Waste.

- (a) The TOWN shall retain ownership of all Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials until delivery to the Designated Disposal Facility.
- (b) In the event that CONTRACTOR commingles any materials collected under the terms and conditions of this Agreement with materials from other jurisdictions, CONTRACTOR shall indemnify and hold TOWN harmless from any and all losses, claims, or liability associated with the quantities of Solid Waste or other materials that were commingled.
- (c) CONTRACTOR shall inform TOWN and Town's Designated Disposal Facilities prior to commingling any materials and receive their approval. The Town Manager's approval shall not be unreasonably withheld.

CONTRACTOR shall submit for the Town Manager's approval the formula for converting the tons of disposed commingled waste to cubic yards and then the calculation of the tons/yardage of Town waste from the total disposed. The formula may be revised from time to time at the request of either party. The Town Manager shall make the determination whether a revised formula may be approved.

3.5.3 Change in Designated Disposal Facility

In the event the TOWN changes the Designated Disposal Facility, TOWN shall give CONTRACTOR at least sixty (60) days-notice of the date the change is to go into effect.

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- (a) In such case, TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement that may be required in order to implement changes in the interest of the public welfare or due to change in law.
- (b) When such modifications to this Agreement are necessary, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section.
- (c) The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. In the event the parties cannot reach agreement within 30 days of the notice, then either party has the right to terminate this Agreement on 180 days written notice. During any such 180 day period, CONTRACTOR shall cooperate with TOWN in assuring a smooth transition to the new disposal facility or arrangement.

3.6 SPECIAL WASTE COLLECTION SERVICES

CONTRACTOR shall not be required to collect and/or dispose of Special Waste, Hazardous Waste, Biohazardous or Biomedical Waste, or Sludge, but may offer such service in the Service Area. All collection and disposal for those types of waste are not regulated or exclusive under this Agreement, but if provided by the CONTRACTOR, shall be in strict compliance with all federal, state, and local laws and regulations.

3.7 TOWN'S RIGHT TO DESIGNATE CONTAINER SIZE AND FREQUENCY OF PICK UP

The TOWN reserves the right to determine the frequency of pick up and the number and size of Containers needed at all Residential Service Units and Commercial Service Units within the TOWN'S corporate limits. The TOWN agrees not to designate more than three (3) sizes of Carts, which at this time are 95, 65 and 35 gallon Carts. TOWN shall give at least thirty (30) days-notice to CONTRACTOR of a change in Cart size; however, CONTRACTOR may continue to deploy existing Carts that are in their inventory. All new Carts thereafter shall be ordered in the size specified by TOWN.

If the TOWN determines that a change in frequency of service or Container size or number is necessary, the CONTRACTOR shall adjust the service accordingly. The Account Holder shall be responsible to pay for the adjusted service levels, whether increased or decreased.

3.8 MIXED USE PROPERTIES

3.8.1 **Defined** - The following terms are defined for purposes of this subsection 3.8 only:

- (a) *Mixed-use property* is defined as a property, which may contain more than one parcel or premises, containing both residential and non-residential uses. For the purposes of Solid Waste collection under this section, the non-residential uses shall not involve food sales or service.
- (b) *Small mixed-use property* is defined as a mixed-use property with a total area of 6,000 square feet or less.

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(c) *Large mixed-use property* is defined as a mixed-use property with a total area of greater than 6,000 square feet.

3.8.2 **Solid Waste and Bulk Waste Service** - As an alternative to the use of Dumpsters, property owners and tenants of mixed use properties may arrange for Solid Waste and Bulk Waste Collection as follows:

(a) *Small mixed-use property option.* The property owner or the single tenant of a small mixed-use property may arrange for a residential Cart that will also serve the non-residential use(s). Such owner or tenant shall be charged the residential Cart rate in Exhibit 1 in those cases where the Garbage from the entire property can be accommodated in one residential Cart, without spillover. In the event additional Carts are required, they shall be provided at the commercial Cart rate applicable to similar volumes of Garbage. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup

(b) *Large mixed-use property option.*

i. *Property owners.* The property owner of a mixed-use property in excess of a total area of 6,000 square feet may arrange for a single or multiple commercial containers that will also serve the residential use of the property, if the Container(s) is (are) of sufficient size to accommodate the joint usage without spillover. Such owner shall be charged the commercial Container rate. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup.

ii. *Tenants.* The tenant of a mixed-use property in excess of a total area of 6,000 square feet, who leases both non-residential space and a residential dwelling on the property, may arrange for a single or multiple commercial containers to serve both his or her residential and non-residential Garbage disposal needs, if the Container is of sufficient size to accommodate the joint usage without spillover. Such Tenants shall be charged the commercial Container rate. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup

3.8.3 **Other Requirements.** Mixed Use Properties opting to use Containers shall be governed by the in the same manner as similar customers for the disposal of Christmas trees, Container repair or replacement, and placement of Carts.

SECTION 4: EDUCATION SERVICES

The CONTRACTOR shall provide the following public education services about the TOWN'S Solid Waste, Bulk Waste, and Recycling Services. The CONTRACTOR shall be responsible for all expenses associated with the notices and educational services required herein. All notices, educational materials, and educational services shall be approved by the Town Manager prior to being printed and used by the CONTRACTOR.

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4.1 ANNUAL NOTICE TO CUSTOMERS

The CONTRACTOR shall design, print, and distribute an annual notice to all Residential and Commercial Customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service.

4.2 NOTICES TO NEW CUSTOMERS

The CONTRACTOR shall design, print, and distribute a notice to new Residential and Commercial Customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service. The notice shall be sent out not later than thirty (30) days after service begins.

4.3 NON-COLLECTION NOTICE

The CONTRACTOR shall not be required to collect any Solid Waste, Bulk Waste, or Recyclable Materials, within reason, which does not meet the requirements in this Agreement. The CONTRACTOR shall collect that portion of Solid Waste, Bulk Waste, or Recyclable Materials that meets the set-out requirement, and shall affix to the improper Garbage Can, Container, Bag, or other material a Non-Collection Notice explaining why Collection was not made. The TOWN shall approve the design of said notice and the cost of printing said notice shall be borne by the CONTRACTOR. The CONTRACTOR shall maintain a record of the address of any Customer where Solid Waste, Bulk Waste, or Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.

SECTION 5: HOURS OF COLLECTION, SCHEDULES, AND ROUTES

5.1 RESIDENTIAL SERVICES

Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., local time, and terminating no later than 6:00 p.m., local time, Monday through Saturday, with no service on Sunday.

5.2 COMMERCIAL SERVICES

Commercial Services shall be made with a minimum of noise and disturbance and shall be provided between the hours of 6:00 a.m., local time, and 6:00 p.m., local time, Monday through Sunday.

5.3 EXTENDED COLLECTION HOURS/DAYS

The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the TOWN.

5.4 QUIET ENJOYMENT

The receipt by the TOWN of a complaint pattern referencing noise or disturbances that occurred during the operating hours set forth in this Section shall be prima facie evidence of “disturbances” and the CONTRACTOR shall adjust the Commercial Service hours at such identified locations as the TOWN shall direct the CONTRACTOR in writing. The adjustment of such hours shall not result in a rate change for the CONTRACTOR.

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5.5 SCHEDULES AND ROUTES

The CONTRACTOR shall submit proposed changes to routes and schedules to be approved by the Town Manager no later than ninety (90) calendar days prior to the proposed effective date of the change.

In the event of a temporary change in residential routes or schedules that will alter the day of Collection, the CONTRACTOR shall have said changes approved by the Town Manager at the earliest practical date. The CONTRACTOR shall bear all expenses for public education in the event of a change in residential routes (i.e. preparation of news releases, postage, copies, etc.).

The TOWN reserves the right to deny the CONTRACTOR'S vehicles access to certain streets, bridges, and public ways, inside the TOWN or outside the TOWN in route to Designated Disposal Facilities where it is in the best interest of the general public to do so due to conditions of streets and bridges. The CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures.

5.6 HOLIDAY PICK-UP SCHEDULE

Christmas is designated as a Holiday. The CONTRACTOR is not required to provide Solid Waste Cart, Bulk Waste, or recycling collection or maintain office hours on a Holiday. The TOWN reserves the right to add or delete designated holidays for the duration of this Agreement.

- 5.5.1 If Solid Waste Cart collection falls on a Holiday, then Solid Waste carts shall be collected on the Customer's next regularly scheduled pick-up day after the Holiday.
- 5.5.2 If recycling Cart collection falls on a Holiday, then recycling carts shall be collected on the Customer's Solid Waste collect date within that week. For example, if the Customer's Solid Waste Cart is collected on Monday and Thursday and the Holiday is on Monday, then the recycling Cart shall be collected Thursday of that Holiday week.
- 5.5.3 If Bulk Waste collection falls on a Holiday, the CONTRACTOR shall schedule Bulk Waste collection one week after the Holiday.
- 5.5.4 Dumpster collection shall not be affected by Holidays; however, nothing herein prevents the CONTRACTOR for making alternative arrangements for Holiday collection of dumpsters.

SECTION 6: CHARGES AND RATES

6.1 COLLECTION SERVICES

The CONTRACTOR shall be responsible for the establishment of all collection service accounts, billing and collection of payments for all accounts in accordance with the Collection Rates as they may subsequently be adjusted pursuant to this Agreement. Town shall bear no responsibility for unpaid accounts and CONTRACTOR may not terminate, suspend, or interrupt service based upon non-payment.

In the event of non-payment by a Customer, CONTRACTOR may pursue all legally available means for collection. In the event of non-payment by a Customer, CONTRACTOR, as its sole and exclusive remedy from the TOWN, shall (in writing) provide the name, address and amount of nonpayment to the TOWN and TOWN shall use its code enforcement prosecution process to attempt to collect the amount of the non-payment. Any amounts so collected by the Town,

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representing the amount of the nonpayment, shall be provided to the CONTRACTOR upon receipt by the TOWN. The TOWN shall not be responsible or liable in any way whatsoever, for any unpaid bills or for its inability to collect unpaid accounts and the TOWN shall not be required to foreclose on any code enforcement liens for unpaid service, though it may, at its sole option, undertake such action. CONTRACTOR shall be responsible for all costs incurred in the collection of Solid Waste and other materials as required herein, including but not limited to, cost of equipment, employees and related costs, disposal fees, fuel and maintenance, administration, and all other costs incurred in the provision of the required services. The TOWN shall bear no responsibility for any costs unless specifically and expressly provided for herein. The Account Holder's only obligation shall be to pay the charges set forth in the appropriate Exhibits setting forth charges or as otherwise specifically and expressly set forth herein.

6.2 SPECIAL COLLECTION SERVICES

The CONTRACTOR shall be responsible for the billing and collection of payments for Special Collection Services. Rates for Special Collection Services are set in Exhibit 5 for the term of the Agreement and are not subject to annual rate increases.

Special Collection Services for current and future TOWN facilities shall be provided at the request of the TOWN and at the expense of the CONTRACTOR.

6.3 CHANGE IN BILLING PRACTICES; DISPOSAL FEES

6.3.1 The TOWN reserves the right at any time to change billing and collections responsibilities for Residential and Commercial accounts. To the extent that TOWN elects to assume billing and collections responsibilities for Residential and or Commercial accounts, the CONTRACTOR will compensate TOWN for providing such service in the form of a monthly administrative fee equal to ten percent (10%) of the Collection element of the Rates shown in the then current Collection Rates.

6.3.2 The TOWN reserves the right at any time to elect to pay Disposal Charges directly for Solid Waste disposed through Cart Service, Dumpster Service, or both. Upon written notice to the Contractor of the Town's intent to pay for Disposal Charges for a particular class of Customer and on the date set forth in the notice, the CONTRACTOR shall be responsible for reimbursement to the Town as set forth below.

6.3.2.1 Cart Service. CONTRACTOR shall submit to TOWN all revenues collected from the Disposal Fee component of the Collection Rates within thirty days of collection.

6.3.2.2 Dumpster Service. Since there is no Disposal Fee component in the Dumpster Collection Rate, the amount submitted to TOWN shall be calculated based on the percentage of the Disposal Charge to the total Collection Rate for the previous twelve months.

6.4 APPROVED COLLECTION RATES

The rates shown in the Collection Rate Exhibits shall apply to all Residential Service Units and Commercial Service Units within the corporate limits of the TOWN.

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6.5 FRANCHISE FEES AND ADMINISTRATIVE FEE

6.5.1 In consideration of the privilege granted to the CONTRACTOR to use and occupy the streets, alleys, bridges, easements, and other public places of the TOWN, pursuant to this Agreement and the right to charge the fees set forth herein, the CONTRACTOR shall pay to the TOWN a Franchise Fee for all services CONTRACTOR provides under this Agreement within the TOWN'S municipal corporate limits. Franchise Fees for Residential Collection Services shall be established equal to three point seventy six percent (3.76%) of gross revenues. Franchise Fees for Commercial Collection Services shall be established at ten percent (10%) of gross revenues. CONTRACTOR shall submit payment to the TOWN monthly for the duration of this Agreement, as amended from time to time. Franchise fees are included in the Collection Rates set forth in the Exhibits but CONTRACTOR may show the Franchise Fee separately on the Customer's bill.

6.5.1.1 CONTRACTOR shall submit to the TOWN on a monthly basis, the payment of the Franchise Fee and a financial statement setting forth the computation of Gross Revenues used to calculate the Franchise Fee for the preceding month and a detailed explanation of the method of computation that is acceptable to the TOWN Finance Director. The CONTRACTOR'S chief Financial Officer or designee shall certify the statement financial. The CONTRACTOR will bear the cost of the preparation of such financial statements.

6.5.1.2 Subject to applicable law, the acceptance by the TOWN of any Franchise Fee payment shall not be construed, as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the TOWN may have for additional sums payable. The Franchise Fee payment is not a payment in lieu of any other tax, fee, or assessment.

6.5.2 In addition to the Franchise Fee provided for in Section 6.5.1, an Administrative Fee equal to three point seventy six percent (3.76%) of the gross revenue, excluding Franchise Fees, from single family/duplex residential collection services shall be paid TOWN at the time of collection. Example: A single family accounts pay \$15 per month plus \$0.56 in Franchise Fees for a total of \$15.56. The Administrative Fee is calculated on the \$15 and not the on the total of \$15.56. The financial statement required in 6.5.1.1 shall include the documentation necessary to verify the Administrative Fee payment.

6.6 ADDITIONAL SERVICES

6.6.1 As determined by the Town Commission, the TOWN may provide additional Solid Waste services such as, but not limited to, recycling incentive programs and related education services. At the TOWN's option, it may increase the monthly Collection Rate for various classes of Customers to fund these additional services. For as long as CONTRACTOR does the Solid Waste billing, upon receipt, CONTRACTOR shall pay to the TOWN at the end of each month, the increased amount collected for these additional services.

6.6.2 Upon request by TOWN, CONTRACTOR shall provide once per month electronic waste collection from residents at no additional cost to TOWN or residents.

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6.7 RECYCLING REVENUES

The TOWN shall retain all sums received from the sale of Recyclable Materials as a result of the CONTRACTOR'S provision of Recycling services for all Residential Service Units, Community Events, and TOWN facilities. CONTRACTOR shall take all steps necessary to ensure that payments from the Designated Recycling Facility resulting from the sale of Recyclable Materials are paid directly to the TOWN and not the CONTRACTOR. The CONTRACTOR shall maintain proper and accurate records to reflect the weight, by sort category, of the Recyclable Materials recovered each month, including copies of receipts from the Designated Recycling Facility.

6.8 CHANGES TO EXHIBITS TO REFLECT CHANGES IN RATES

The Collection Rates provided herein are subject to change as set forth below. The Exhibits to this Agreement stating the rates to be charged hereunder shall be amended to reflect changes in the Disposal Charge and in the Consumer Price Index, as provided in this Section. The amended Exhibits shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement.

6.8.1 DISPOSAL FEE ADJUSTMENT

Upon the written request of either the CONTRACTOR or TOWN, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for a Disposal Fee adjustment, the Disposal Fee component of the Monthly Collection Rate (as set forth in the Exhibits to this Agreement) shall be adjusted, on the first of the month closest to the effective date of such change in Disposal Rate(s) or 60-days of after the request, whichever is later. The change shall reflect the percentage change (either an increase or decrease) in the Disposal Rate. If a proposed change in the Disposal component is approved by the Town Manager, then such change shall be reflected on an amended exhibit as set forth in this subsection.

6.8.2 CPI INCREASE.

Upon the written request of either the CONTRACTOR or TOWN, and once documentation demonstrating the basis for a CPI adjustment has been submitted acceptable to the Town Manager, the Collection component of the monthly collection rate shall be adjusted, effective October 1 of each year, or 60-days after the request, whichever is later, to account for the change in the annual Consumer Price Index, from the previous period from June 1 to May 31 prior to the October 1 adjustment date, based on the All Urban Consumers, Miami/Fort Lauderdale Region. No CPI adjustment shall be greater than five percent (5%). When the proposed change in the Collection component is approved by the Town Manager, the appropriate Exhibit to this Agreement shall be amended as provided for in this subsection.

SECTION 7: SERVICES TO TOWN

7.1 TOWN FACILITIES AND PROPERTY

The CONTRACTOR shall provide Solid Waste Collection, Bulk Waste Collection, Roll-Off Collection and Recycling Collection and disposal to all current and future TOWN owned and/or operated facilities and property, or project sites without charge to the TOWN. Containers,

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Dumpsters, and Roll-Offs shall be furnished and maintained by the CONTRACTOR at no charge to the TOWN. The size of the Containers, Dumpsters, and Roll-Offs and the frequency of pick-up service for said facilities shall be at such intervals as determined by the TOWN.

7.2 TOWN SPONSORED SPECIAL EVENTS

The CONTRACTOR shall provide Solid Waste and Recycling Containers, portable toilets and/or Roll-offs, as well as Collection of receptacles, for up to a maximum of twelve (12) Town Sponsored Special Events per year for the term of the Agreement at no cost to the TOWN or Special Event co-sponsors. The CONTRACTOR shall remove said receptacles on an on-call basis. The TOWN shall determine the size and number of said receptacles to be provided by the CONTRACTOR. The CONTRACTOR shall be responsible for the expenses of Containers, portable toilets and/or Roll-offs rental and maintenance, Collection, Disposal Charges, and all other related expenses incurred for the Town Sponsored Special Events.

7.3 TOWN DEDICATED TRUCK

The CONTRACTOR shall maintain a dedicated truck for Town solid waste collection and residential recycling collection. In the event the truck dedicated for Town solid waste collection and residential recycling collection breaks down, the CONTRACTOR shall immediately provide another collection truck from its fleet to be dedicated for Town solid waste collection and residential recycling collection.

SECTION 8: EMERGENCY SERVICE PROVISIONS

8.1 SUSPENSION OF COLLECTION SERVICES

In an emergency event such as a hurricane, tornado, major storm, natural or manmade disaster, or other such event, the TOWN may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the TOWN when it is anticipated that normal routes and schedules can be resumed.

8.2 EMERGENCY EVENTS CLEAN-UP

The clean-up from emergency events is not exclusive to this Agreement. The TOWN reserves the right to select the CONTRACTOR and/or another agency and/or company to perform the clean-up from emergency event(s). The CONTRACTOR shall, by request of the TOWN, work jointly with other agencies and/or companies during emergency events. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours, and other documented expenses.

8.3 EMERGENCY PREPAREDNESS PLAN AND SERVICE RATES

In the event that the CONTRACTOR wants to propose changes in CONTRACTORS' Emergency Preparedness Plan (**Exhibit 6**), CONTRACTOR shall submit such changes to the TOWN by April 15th of any year, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for the changes, the changes shall normally be effective the following October 1st unless an earlier date is approved by the Town Manager. The rates and fee schedule in

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the Plan must be reasonable and within market rates. In no event shall the rates change by more than the CPI adjustment provided for in Section 6.8.

The CONTRACTOR shall perform debris removal services when requested by the TOWN. The CONTRACTOR shall begin to assist the TOWN to clear roads and remove storm debris with heavy equipment within twenty-four (24) hours after the event passes if provided written authorization and direction from the Town Manager or designee. The CONTRACTOR shall begin a significant effort to remove vegetative and construction and demolition materials debris within seventy-two (72) hours after the event passes, provided the CONTRACTOR has received written authorization and approval from the Town Manager or designee. The equipment and manpower resources and other particulars will be identified in the Emergency Preparedness Plan. CONTRACTOR shall be responsible for the preparation of all documents and forms and support information required by Federal Emergency Management Agency (FEMA). The CONTRACTOR within the time limits established by FEMA for such filings shall submit such documents, forms and information to the TOWN. CONTRACTOR shall refund to TOWN any payment to CONTRACTOR that is otherwise qualified for reimbursement but is rejected by FEMA due to the CONTRACTOR provided documentation.

8.4 CHANGES TO EXHIBITS TO REFLECT CHANGES IN RATES

The Emergency Service Rates provided herein are subject to change as set forth above. The Exhibit to this Agreement stating the rates shall be amended to reflect changes as provided in this Section. The amended Exhibit shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement.

SECTION 9: CONTRACTOR'S RELATION TO TOWN

9.1 CONTRACTOR REPRESENTATIVE; FIELD SUPERVISORS; AVAILABILITY

The CONTRACTOR shall cooperate with the TOWN in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. As such, the CONTRACTOR shall have a competent and reliable representative on duty that is authorized to receive orders and to act on CONTRACTOR'S behalf. The CONTRACTOR agrees that the TOWN shall have twenty-four (24) hour access to said representative. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR'S said representative(s) shall not meet the requirements of this Section. Additionally, CONTRACTOR agrees to designate one Field Supervisor, who shall oversee the Collection Service provided under this Agreement, including driving through the Town routes and addressing and correcting any issues that may arise. One Field Supervisor will be dedicated to oversee residential and commercial container services related to residential, multifamily complexes and businesses. The Field Supervisor shall have immediate access to an automobile or truck between 6:00 a.m. and 7:00 p.m., every day. At all times during the term of this Agreement, the Town designated personnel shall have immediate access to the Field Supervisor by telephone and electronic mail.

9.2 INDEPENDENT CONTRACTOR

It is expressly agreed and understood that CONTRACTOR is in all respects an independent CONTRACTOR as to the work. Even though in certain respects, CONTRACTOR may be required

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to follow the direction of the Town Manager or the TOWN'S designated representative, the CONTRACTOR is in no respect an agent, servant, or employee of the TOWN.

9.3 SUPERVISION OF AGREEMENT PERFORMANCE

The Town Manager, or the TOWN'S designated representative, is hereby designated as the public official responsible for the administration of this Agreement by the TOWN, and, in such capacity, they are charged with the overall, general supervision of CONTRACTOR'S performance hereunder. CONTRACTOR shall diligently work with the Town Manager or the TOWN'S designated representative, to formulate and to adopt guidelines and procedures to facilitate the supervision and review of its performance.

9.4 WEIGHT TICKETS

The CONTRACTOR shall retain the weight ticket from the Designated Disposal Facility for the Collection of Solid Waste, Bulk Waste, or other materials from Residential Service Units or Commercial Service Units delivered from the TOWN and the weight tickets from the Designated Recycling Facility for the Recyclable Materials delivered from the TOWN for review by the TOWN upon reasonable notice according to the requirements of Sec. 9.6. Said data shall be reviewed at CONTRACTOR'S offices. If the CONTRACTOR fails to provide the above data or additional data requested by the TOWN, the TOWN reserves the right to impose a penalty or withhold payment for services as provided in the Agreement or to terminate this Agreement.

9.5 REPORTS

- 9.5.1 **Monthly Complaints and Missed Collection.** CONTRACTOR shall maintain an accurate and up-to-date log of date, time, and address of all complaints received and missed Collections, the disposition thereof, actions taken to resolve the complaints or missed Collections, and the date and time the complaints or missed Collections were resolved. The CONTRACTOR shall provide the complaint log to the TOWN in the form of a monthly report in Microsoft Excel or an alternative computer program selected by the TOWN, no later than the fifteenth (15th) day of each month, or upon request by the TOWN.
- 9.5.2 The TOWN reserves the right to correct a complaint if the complaint is not corrected within twenty-four (24) hours of notification to the CONTRACTOR. The TOWN reserves the right to impose a penalty in these cases. If the CONTRACTOR fails to provide the above data, or additional data requested by the TOWN, the TOWN reserves the right to withhold payment for services or impose the penalty provided in Sections 11.
- 9.5.3 The CONTRACTOR shall provide TOWN a semi-annual fiscal year reports (submitted by April 30) and an annual report (submitted by October 31st) that includes, but not limited to, tonnage collected per week by Customer type for the different types of services provided and the number of accounts by type.
- 9.5.4 TOWN may require other reports that may be reasonably necessary for the management of the TOWN Solid Waste system.

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9.6 RECORDS, AUDIT AND INSPECTION OF WORK RIGHTS

The CONTRACTOR shall keep books and records utilizing a computerized record-keeping program and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to services provided and fees charged pursuant to this Agreement. Such records shall include complete and legible daily attendance and enrollment records.

Upon providing reasonable notice, such books and records will be available at all reasonable times for examination and audit by the TOWN and its representatives, and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records may be grounds for disallowance by the TOWN of any fees or expenses based upon such entries.

9.7 FACILITY INSPECTION RIGHTS

The TOWN may, at reasonable times during the term hereof, inspect the CONTRACTOR'S facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by the CONTRACTOR under this Agreement conform to the terms hereof and/or the terms of the solicitation documents, if applicable. The CONTRACTOR shall make available to the TOWN all facilities and assistance to facilitate the performance of inspections by the TOWN'S representatives.

9.8 LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO UNUSUAL CIRCUMSTANCES

It is expressly agreed that in no event shall the TOWN be liable or responsible to the CONTRACTOR, or to any other person, on account of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the TOWN or the CONTRACTOR, or on account of any delay from any cause over which the TOWN has no control. The CONTRACTOR shall not be responsible for delays or non-performance of the terms and provisions of this Agreement where such delays or non-performance are caused by events or circumstances beyond the control of the CONTRACTOR. The CONTRACTOR shall not be entitled to compensation for such period of time as the delay or non-performance shall continue, but will be entitled to pro-rata compensation once said work has been completed. In the event of a strike of the employees of CONTRACTOR, or any other similar labor dispute which makes performance of this Agreement by the CONTRACTOR substantially impossible, CONTRACTOR agrees that the TOWN shall have the right to call the bond hereinafter described within one (1) week of such action and engage another person, firm, town attorney or corporation to provide necessary services with the bond proceeds applied to pay any difference between the Agreement price in effect and the costs charged by the successor company. In the event the bond is called, the TOWN will first call and use the cash/surety bond posted by the CONTRACTOR.

9.9 BREACH OF AGREEMENT

If, in the opinion of the Town Manager, or the designated TOWN representative, there has been a material breach of Agreement, the Town Manager, or designated TOWN representative, shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. If, within a period of ten (10) calendar days from the date of CONTRACTOR'S receipt of the notice, the CONTRACTOR has not eliminated or otherwise cured the conditions considered to be a breach of Agreement, the Town Manager shall so notify

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the Town Commission in writing, and a public hearing shall be set for a date within fifteen (15) calendar days of such notice to the Town Commission. On the date of the hearing, the Town Commission shall hear from the CONTRACTOR and the Town Commission shall make a final determination as to whether or not there has been a breach of Agreement and direct what further action shall be taken by the TOWN, as hereinafter provided. Pending resolution of the alleged breach, the provisions of Section 20 shall govern the CONTRACTOR.

9.10 TERMINATION

If the CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, for any cause not excused as provided herein, and the Town Commission makes a final determination that a breach has occurred, and if the CONTRACTOR fails to cure such default within five (5) Business Days after the receipt of such notice from the Town Commission, the TOWN may thereupon, by action of the Town Commission, declare the Agreement terminated and in default. Upon such declaration of cancellation or breach, the TOWN may take over the work or any portion thereof or engage another firm to take over the work or any portion thereof. The CONTRACTOR shall pay the TOWN for any payments due for services rendered by the CONTRACTOR prior to termination of the Agreement. Such cancellation of the Agreement shall not relieve the CONTRACTOR or the cash/surety of liability for failure to faithfully perform this Agreement, and, in case the expense incurred by the TOWN in performing or causing to be performed the work and services provided for in said Agreement shall exceed the sum which would have been payable under this Agreement, then the CONTRACTOR, and the cash/surety, to the extent of its obligation, shall be liable to the TOWN in the amount of any such expenses in excess of the Agreement price. The TOWN may apply the cash bond in its possession toward any and all damages incurred as a direct or indirect result of failure by the CONTRACTOR to properly perform its obligations under this Agreement and it may look to the cash/surety, the CONTRACTOR and any guarantor for additional damages. The CONTRACTOR'S cash/surety or security will not be released until such time as the term of this Agreement otherwise expires.

9.11 DELINQUENT PAYMENTS

The TOWN is entitled to a late fee for any payment due the TOWN that is delinquent more than 10-calendar days. The late fee shall be charged at the rate of .0005 per day for each calendar day the payment is delayed up to the day the payment is postmarked (example: \$10,000 payment X .0005 = \$5.00 per day late fee.)

SECTION 10: CUSTOMER RELATIONS

10.1 CUSTOMER OFFICE HOURS

The CONTRACTOR shall take all reasonable steps and do all things necessary to ensure good and harmonious Customer relations in the TOWN. The CONTRACTOR agrees that it shall have telephone service via a non-toll call from the TOWN. The non-toll telephone service shall be listed in the name in which the company is doing business as the CONTRACTOR. The CONTRACTOR'S employee(s), whom shall be familiar with the TOWN, shall staff the telephone service from 7:00 a.m., local time, till 5:00 p.m., local time, Monday through Friday and Saturday from 7 a.m. until 12:00 p.m., and Saturday Emergency Contact from 12:00 p.m. to 6:00 p.m. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR'S employee(s) shall not meet the requirements of this Section.

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10.2 MISSED COLLECTIONS

If the Collection of any Residential Service Unit or Commercial Service Unit is missed during the regular route Collection, the CONTRACTOR shall ensure that the missed Collection shall be picked up on the same day if CONTRACTOR becomes aware of the missed collection or if notification was received by the CONTRACTOR before 12:00 p.m., local time, otherwise the missed Collection shall be picked up before 12:00 p.m., local time, on the next Work Day.

Any deviation from the requirements of this provision must be approved by the Town Manager, or the TOWN'S designated representative. If the CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Agreement, the TOWN reserves the right to ensure that the Collection is made, either with its own workforce or an outside source, and to charge all costs, plus reasonable overhead, to the CONTRACTOR in the manner deemed to be in the best interest of the TOWN. Such a manner may include, but is not limited to, withholding the amount of the costs, plus reasonable overhead, from any monies owed to the CONTRACTOR.

The CONTRACTOR shall not be required to collect Solid Waste or Bulk Waste material from curbside that is non-conforming; however, in each such case, the CONTRACTOR shall notify each resident by using a Non-Collection Notice which can be a sticker, tag, or door hanger, in a form approved by the TOWN, notifying the resident of the problem and how the Customer needs to correct the problem. The CONTRACTOR shall then notify the TOWN of the location every time a non-conforming location is noticed.

10.3 SPILLAGE AND LITTER

The CONTRACTOR shall not be responsible for cleaning up sanitary conditions around Containers, or Roll-off Containers caused by the carelessness of the Customer; however, the CONTRACTOR shall clean up any, and all, Solid Waste, Bulk Waste, Recyclable Materials, or other refuse materials including leakage of fluids spilled from Containers, Dumpsters, Roll-off Containers, Recycling Bins, Recycling Containers, and Collection vehicles by the CONTRACTOR, CONTRACTOR'S vehicles, or the CONTRACTOR'S employees. During transport, all Solid Waste, Bulk Waste, and Recyclable Materials shall be contained, covered, or enclosed so that leaking, spilling, and blowing of the Solid Waste, Bulk Waste, and Recyclable Materials is prevented. The CONTRACTOR shall be responsible for the cleanup of any spillage or leakage caused by the CONTRACTOR, CONTRACTOR'S vehicles, or the CONTRACTOR'S employees. Said cleanup shall be completed at the CONTRACTOR(s) expense within four (4) hours of CONTRACTOR becoming aware of the spillage or leakage.

SECTION 11: PENALTIES

Based upon an investigation, the Town Manager shall determine whether penalties shall be assessed against the CONTRACTOR for failure to comply with provisions described in the Agreement. Factors to be considered include, but are not limited to, acts of God, repeated occurrences of similar types, witnesses, and documentation of the incident. The Town Manager, in consultation with the Town Attorney, shall make the determination as to when repeated occurrences of failure to comply with the provisions of the Agreement arise to a material breach of the Agreement pursuant to section 9.9.

The CONTRACTOR shall have five (5) Calendar Days from the date of the written notice to CONTRACTOR to file a written letter of protest with the Town Manager. If the protest is filed within five

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(5) Calendar Days excluding Saturday and Sunday, the Town Manager, or individuals appointed by the Town Manager, shall conduct a formal review of each filed protest. The determination of the Town Manager and/or her designated representative shall be final.

Failure by the CONTRACTOR to remedy the cause of any complaint within the time indicated, failure to comply with Agreement provisions, or performance failures shall result in the Town Manager imposing penalties, or any other legal means available. Verified complaints of sloppy service provided by CONTRACTOR, including, but not limited to Solid Waste, Bulk Waste, and Recyclable Materials being left in the roadway or Carts not being returned to the point of Collection shall be resolved by the CONTRACTOR on the day of the verified complaint. Penalties are as set forth below:

- 11.1 **Spillage and Litter** – Failure to clean up spilled material from loading and/or transporting. Each failure shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00).
- 11.2 **Collection Misses** – Failure or neglect to collect properly prepared Solid Waste, Yard Waste, Bulk Waste, or properly prepared Recyclable Materials from any Customer on the regular scheduled Collection day. Each failure shall result in the imposition of a One Hundred Dollar (\$100.00) penalty. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) each day.
- 11.3 **Route Completion** – Failure or neglect to complete each route (including missing whole streets) on the regularly scheduled Collection day according to the time schedule in Sections 5.1 or 5.2. Each failure shall result in the imposition of a Five Hundred Dollar (\$500.00) penalty each day, in addition to the penalty assessed for the individual Collection misses. An extension of time authorized by the TOWN pursuant to Section 5.3 shall not be considered a failure to complete a route.
- 11.4 **Mixing Materials** – Mixing Recyclables with Solid Waste, or any other material intended to be collected separately, during Collection shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00) for each instance.
- 11.5 **Mixing Commercial and Residential Program Recyclables** – Mixing Commercial Program Recyclables and Residential Program Recyclables during Collection shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00).
- 11.6 **Customer Complaints other than Collection Misses** – Failure to resolve complaints other than Collection misses within the time provided in the Agreement or for all other complaints within five (5) Work Days from the day of notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each instance and \$10 per day starting on the sixth (6th) day.
- 11.7 **Disposing at Non-Designated Disposal Facility** – Failure to dispose of Solid Waste, Yard Waste, Bulk Trash or Recyclable Materials collected in the TOWN as required by Section 3.5 of this Agreement or as directed by TOWN shall result in the imposition of a Two Thousand Dollar (\$2,000.00) penalty for each instance; each instance shall mean each day of collected Waste or Recyclable Materials that is not disposed of pursuant to Section 3.5 or as directed by TOWN.
- 11.8 **Chronic Complaint Problems** – Failure or neglect to correct chronic problems (chronic shall mean three (3) or more similar verifiable complaints within a rolling twelve (12) month period) in any category of service shall result in the imposition of a Two Hundred Fifty Dollars

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(\$250.00) penalty for each occurrence after the third verifiable complaint. Each day that a chronic problem is not corrected is considered to be a new occurrence.

- 11.9 **Chronic Equipment Problems** – Failure or neglect to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem within a rolling twelve (12) month period) shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each occurrence after the third occurrence. Each day of a chronic equipment problem is considered an occurrence.
- 11.11 **Miscellaneous Deficiencies and Infractions** – A penalty in the amount of One Hundred Dollars (\$100.00) may be levied by the Town Manager for the following deficiencies and infractions: failure to maintain equipment in a clean, safe, and sanitary manner; failure to have vehicle operators properly licensed; failure to maintain office hours as identified in the Agreement; failure to properly cover materials in Collection Vehicles; and failure to comply with the hours of operation as identified in the Agreement.
- 11.12 **CONTRACTOR Reports** – Failure to provide the reports required by the Agreement as provided in Section 9 subsequent to the Transition Period. For each day of delay, a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) shall be assessed. In addition, the TOWN shall withhold payment for services until receipt of reports.
- 11.14 **Post Disaster/Storm Cleanup** – Unless waived by the TOWN MANAGER, failure of the CONTRACTOR to begin a good faith effort to remove vegetative materials and construction and demolition debris within twenty-four (24) hours after the storm event passes and failure to begin a significant effort to remove vegetative materials and construction and demolition debris within seventy-two (72) hours after the storm event, provided the CONTRACTOR has first secured written authorization and approval from the Town Manager. A penalty in the amount of Five Thousand Dollars (\$5,000.00) will be assessed each day for each infraction.

SECTION 12: RESERVED

SECTION 13: PERFORMANCE BOND AND CORPORATE GUARANTY

- 13.1 The CONTRACTOR shall furnish at its own cost, to the TOWN, an irrevocable Performance Bond, in form and content approved by the TOWN Attorney for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of One Million Dollars (\$1,000,000.00)

Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed twenty percent (20%) of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Agreement, and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the TOWN and upon agreement of the TOWN.

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Maintenance of said bond and the performance by the CONTRACTOR of all of the obligations under this paragraph shall not relieve the CONTRACTOR of liability under the default provisions set forth in this Agreement or from any other liability as a result of any material breach hereunder. The Performance Bond may be "called" in the event of any default hereunder by the CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to the TOWN against the CONTRACTOR for breach, default, or damages hereunder.

The TOWN reserves the right to increase the Performance Bond amount in the event of a change in the Designated Disposal Facility or due to the duration of the renewal periods.

- 13.2** The CONTRACTOR shall cause to be obtained a corporate guaranty of PARENT COMPANY ("Guarantor"), whereby the Guarantor shall guarantee all of the obligations of the CONTRACTOR under this Agreement. The guarantee shall be in a form and content approved by the TOWN Attorney.

SECTION 14: EQUIPMENT AND PERSONNEL

14.1 VEHICLES AND COLLECTION EQUIPMENT

The CONTRACTOR shall provide and maintain and have available at all times the necessary amount of Collection trucks and equipment to perform the work as specified herein. During severe storms and emergencies, the CONTRACTOR shall have sufficient vehicles, personnel, containers, etc. in order to meet the needs of the TOWN.

14.2 EQUIPMENT IN GOOD REPAIR

The CONTRACTOR shall use Collection vehicles within the TOWN that are professionally painted, with bodies that are watertight to a depth of not less than eighteen inches (18"), with solid sides, without body damage, solid tires as approved by the Florida Department of Transportation. The average age of the CONTRACTOR'S Collection vehicles that are used within the TOWN shall not exceed four (4) years, with no vehicle over seven (7) years. All vehicles shall be equipped with operational radio transceiver capable of communicating with the CONTRACTOR'S dispatch from anywhere in the TOWN and cell phone. Each collection truck shall be equipped with a video recording system capable of recording vehicle speed, driver behaviors, accidents and collection of containers. Video recording shall be kept for at least 48 hours and made available to the TOWN upon its request. The CONTRACTOR shall provide sufficient equipment, in proper operating condition so regular schedules and routes of Collection can be maintained. The CONTRACTOR shall perform a routine inspection during the service day to ensure hydraulic and other fluids are not leaking and staining TOWN streets. Equipment is to be maintained in reasonable, safe, working condition. CONTRACTOR shall make available an annual maintenance plan of the equipment for approval by the TOWN.

Collection vehicles shall be painted with the company color scheme, with the name of the CONTRACTOR and the number of the vehicle printed in letters not less than four inches (4") high, on each side of the vehicle, and vehicles shall be numbered, and a record kept of the vehicle to which each number is assigned.

No advertising shall be permitted on Vehicles, Containers, or Roll-offs or any other equipment servicing the TOWN. The CONTRACTOR is required to keep Collection vehicles and Dumpsters

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cleaned and painted to present a pleasing appearance. The CONTRACTOR shall make available for approval by the TOWN a schedule showing the frequency of the cleaning and painting of the vehicles, the age, and miles of the vehicle.

Each non-packer Collection vehicle shall be equipped with a cover, which may be net with mesh, or tarpaulin, or fully enclosed top. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Facility, or when parked, if the contents are likely to be scattered if not covered.

Collection vehicles shall not be overloaded so as to scatter collected material, however, if material is scattered from the CONTRACTOR'S Collection vehicle for any reason, it shall be picked up immediately. Each Collection vehicle shall have a fork, shovel, and broom for this purpose. The CONTRACTOR'S Collection vehicles are not to interfere unduly with vehicular or pedestrian traffic and are not to be left unattended, and shall move with the traffic flow.

14.3 CONTRACTOR'S PERSONNEL

The CONTRACTOR shall assign a qualified person to be the Route Superintendent in charge of its operations within the TOWN, and shall give the name or names of the CONTRACTOR'S representatives to the TOWN. The CONTRACTOR shall also provide information regarding the experience of the CONTRACTOR'S representatives. The CONTRACTOR shall adhere to the following requirements:

- 14.3.1 Each driver shall, at all times, carry a valid Florida driver's license for the type of vehicle they are driving.
- 14.3.2 All employees and subcontractors of the CONTRACTOR shall be considered to be, at all times, the sole employees or subcontractors of the CONTRACTOR under its sole discretion and not an employee, subcontractor, or agent of the TOWN. The CONTRACTOR shall supply competent and physically capable employees and subcontractors. The TOWN may require the CONTRACTOR to remove any employee or subcontractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the TOWN.
- 14.3.3. The direction and supervision of Collection and disposal and salvage recycling operations shall be by competent, qualified, and sober personnel, and the CONTRACTOR shall devote sufficient personnel, time, and attention to the direction of the operation to assure performance satisfactory to the TOWN. All employees, subcontractors, superintendents, and workmen employed by the CONTRACTOR shall be careful and competent. The CONTRACTOR shall also provide uniforms that are clearly identified with the company name. Employees and subcontractors of the CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T-shirt with the CONTRACTOR'S company name or logo, and appropriate footwear.
- 14.3.4. All employees or subcontractors used by the CONTRACTOR during the term of the Agreement shall be of a standing or affiliation that will permit the CONTRACTOR'S performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employee or subcontractor cause any disturbance, interference or delay to any work or service rendered to the TOWN or by the TOWN. In no case or in any circumstances will the employee or subcontractor conduct himself/herself negligently, disorderly, or dishonestly in the due and proper performance of the employee's duties. The

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CONTRACTOR shall see to it that his employees and subcontractors serve the public in a courteous, helpful, and impartial manner.

- 14.3.5. The CONTRACTOR'S employees shall follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. Anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by CONTRACTOR.
- 14.3.6 In the event that the Town Manager becomes dissatisfied with the performance of any CONTRACTOR'S personnel, which includes employees, independent contractors, or subcontractors, performing services under this Agreement for any reason, the Town Manager shall provide written notification to CONTRACTOR. Upon receipt of such notification, CONTRACTOR shall transfer such person out of TOWN service at the earliest practical date, which shall not exceed fourteen (14) days from the receipt of the notice. TOWN retains the right to immediately request a transfer if, in the sole opinion of the Town Manager, the immediate transfer is in the best interest of the Town.
- 14.3.7 **Assignment and Subcontracting.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, without the consent of TOWN, which consent may be withheld or conditioned in the sole and absolute discretion of TOWN. In addition, CONTRACTOR shall not subcontract any portion of the services required by this Agreement without the prior approval of the Town Manager, which shall be in her sole and absolute discretion, except as documented in the CONTRACTOR'S Proposal.

SECTION 15: WORKING CONDITIONS

15.1 COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS

The CONTRACTOR shall comply with all applicable County, State, and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or thereafter in effect.

15.2 EEO STATEMENT

The CONTRACTOR agrees that it will not knowingly violate any applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

15.3 AMERICANS WITH DISABILITIES ACT COMPLIANCE

The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act, as amended from time to time.

15.4 FAIR LABOR STANDARDS ACT

The CONTRACTOR is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

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SECTION 16: INSURANCE

Throughout the term of this Agreement, CONTRACTOR shall maintain insurance in the type and amounts and pursuant to the requirements set forth below. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of A-, in accordance with the latest edition of A.M. Best's Insurance Guide. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance.

The insurance coverage shall include a minimum of:

- 16.1 Worker's Compensation And Employer's Liability Insurance:** Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:
- (a) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident, Part A.
 - (b) Employers' Liability with a limit of One Million Dollars (\$1,000,000.00), Part B.
- 16.2 Comprehensive General Liability.** Comprehensive General Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with respect to CONTRACTOR. CONTRACTOR shall provide Ten Million Dollar (\$10,000,000.00) annual aggregate Comprehensive General Liability coverage. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- (a) Premises and/or Operations;
 - (b) Independent Contractors;
 - (c) Products and/or Completed Operations;
 - (d) Explosion, Collapse, and Underground Coverages;
 - (e) Broad Form Property Damage;
 - (f) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement;
 - (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability; and
 - (h) TOWN and CONTRACTOR are to be expressly included as "Additional Insured" with respect to liability arising out of operations performed for TOWN and CONTRACTOR by or on behalf of CONTRACTOR and Emergency Service Provisions Subcontractors or acts or omissions of owner or CONTRACTOR in connection with general supervision of such operation.
- 16.3 Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operations with

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respect to onsite and offsite operations. Insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Owned Vehicles; and
- (b) Hired and Non-Owned Vehicles.

16.4 Umbrella Liability, general aggregate of Ten Million Dollars (\$10,000,000.00).

16.5 Certificates of Insurance: Prior to commencement of any services hereunder, CONTRACTOR shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically name the TOWN as additional insured with respect to all required liability policies. The TOWN reserves the right to require the CONTRACTOR to provide endorsements, upon written request by the TOWN. If a policy is due to expire prior to the completion of the services hereunder, renewal Certificates of Insurance or policies shall be furnished prior to the date of their policy expiration.

Each policy shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CONTRACTOR and the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the TOWN Manager.

CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager.

All required insurance shall be evidenced by valid and enforceable policies issued by a company licensed to do business in the State of Florida and otherwise acceptable to the TOWN. The CONTRACTOR shall not cancel (or permit any lapse under) any policy of required insurance.

Each policy of required insurance shall:

- (i) contain the agreement of the insurer that the insurer shall not cancel or materially alter the same without thirty (30) calendar days prior written notice to TOWN except in the case of non-payment by the CONTRACTOR for which ten (10) calendar days' prior written notice will be provided to TOWN;
- (ii) provide for third party vicarious liability;
- (iii) delete the insured versus insured exclusion with respect to claims brought by the TOWN; and,
- (iv) be effective for a period from the date of this Agreement through at least one (1) year after completion of the Work provided hereunder, except for professional liability insurance which shall be effective for a period from the date of this Agreement through at least five (5) years after completion of the work provided hereunder.

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The minimum coverages and time periods specified above are not intended, and shall not be construed, to limit any liability of the CONTRACTOR to TOWN under this Agreement. Neither party shall be liable to the other for loss or damage covered by insurance to the extent that insurance proceeds are actually available with respect to such loss or damage and to the extent that the applicable policies of such insurance include the waiver or subrogation (which the parties shall obtain if available without additional premium). CONTRACTOR is responsible for the payment of all deductibles in connection with any claims made under the insurance policies required by this Agreement. The cost of deductibles paid by CONTRACTOR shall be included in the cost of the service.

SECTION 17: PROPERTY DAMAGE

The CONTRACTOR shall be responsible for the repair, or replacement, if repair is not adequate, of any damages to public or private property during the provision of Collection service and caused by the CONTRACTOR or the CONTRACTOR'S representative.

SECTION 18: INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the TOWN and its officials, employees, and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees), or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property, or any such other claims arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is, or is alleged to be, directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the CONTRACTOR or its employees, agents or subcontractors (collectively referred to as "CONTRACTOR"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default, or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the CONTRACTOR to comply with any of the paragraphs herein or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, Federal or State, in connection with the performance of this Agreement. The CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, including any of them, from and against all liabilities which may be asserted by an employee or former employee of the CONTRACTOR, or any of its subcontractors, as provided above, for which the CONTRACTOR'S liability to such employee would otherwise be limited to payments under state Worker's Compensation or similar laws. 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.

SECTION 19: ASSIGNMENT OF AGREEMENT; NON-TRANSFERABILITY

- 19.1** This Agreement, or any portion or interest herein, shall not, under any circumstances, be sublet, assigned, transferred, or otherwise encumbered by CONTRACTOR without the advance express, written consent of the TOWN, which may or may not be granted at the sole discretion of the TOWN.
- 19.2** In the event that the CONTRACTOR sells or otherwise disposes of any assets during the term of this Agreement, or CONTRACTOR is purchased by, or merged with, another corporate entity, it

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shall provide written notice of such to the TOWN. The TOWN has the sole discretion to determine whether the CONTRACTOR'S ability to perform its obligations under this Agreement has been affected or impaired by such sale or disposition of assets.

SECTION 20: OPERATIONS DURING DISPUTE

In the event that any dispute, arises between the TOWN and the CONTRACTOR relating to this Agreement performance or compensation hereunder, the CONTRACTOR shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the TOWN, regardless of such dispute.

The CONTRACTOR expressly recognizes the paramount right and duty of the TOWN to provide adequate Collection and disposal services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with the TOWN in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Broward County, Florida in an appropriate suit therefore instituted by it or by the TOWN.

Notwithstanding the other provisions in this Section, the TOWN reserves the right to terminate this Agreement at any time whenever the service provided by the CONTRACTOR fails to meet reasonable standards of the trade, after TOWN provides written notice to the CONTRACTOR pursuant to Section 9 of this Agreement. Upon termination, the TOWN may call the bond and apply the cash and surety bond for the cost of service in excess of that charged to the TOWN by the firm engaged for the balance of the Agreement period.

SECTION 21: ORDINANCE

Nothing contained in any TOWN ordinance hereafter adopted, pertaining to the Collection of Solid Waste or the Collection of Recyclable Materials, shall in anyway be construed to affect, change, modify, or otherwise alter the duties, responsibilities, and operations of the CONTRACTOR in the performance of the terms of this Agreement, unless it is agreed to in writing by both the CONTRACTOR and the TOWN and this Agreement is amended accordingly.

SECTION 22: MODIFICATIONS TO THE CONTRACT

The TOWN shall have the power to make changes in this Agreement as the result of changes in law, Town Code, or both to impose new rules and regulations on the CONTRACTOR under this Agreement relative to the scope and methods of providing Collection Services as shall from time-to-time be necessary and desirable for the public welfare. The TOWN shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations, and obligations, financial or otherwise, of the CONTRACTOR.

The TOWN and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The CONTRACTOR agrees that the terms and provisions of Town Code as it now exists or as it may be

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amended in the future, shall apply to all of the provisions of this Agreement and the Customers of the CONTRACTOR located within the Service Area. In the event any future change in the Town Code materially alters the obligations of the CONTRACTOR, then the Collection charges established in this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event any future change in the Town Code materially alters the obligations of the either party, then this Agreement shall be revised. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event the parties cannot reach agreement to a modification to the contract provided for in this Section, then either party has the right to terminate this Agreement on one hundred and eighty (180) days written notice. This provision shall be liberally interpreted to achieve its expressed intent.

SECTION 23: RIGHT TO REQUIRE PERFORMANCE

The failure of the parties at any time to require performance of any provisions hereof shall in no way affect their rights thereafter to enforce same. No waiver of any breach of any provisions hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 24: LAW GOVERNING

The Agreement shall be governed and enforced pursuant to the laws of the State of Florida. Venue for any litigation shall be commenced in Broward County, Florida.

SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS

The CONTRACTOR hereby agrees to abide by and comply with all applicable Federal, State, County, Special District, and TOWN laws, statutes, codes, rules, and regulations. The CONTRACTOR and its cash/surety shall indemnify, defend, and hold harmless the TOWN, its Town Commissioners, its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders, or decrees, whether by itself or its employees. The CONTRACTOR shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

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SECTION 26: SAVINGS CLAUSE

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 or the TOWN, such provisions, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

SECTION 27: GENERAL

27.1 NO CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant, or lobbyist working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee, agent, consultant, or lobbyist working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

27.2 NO WAIVER

No waiver by the TOWN of any term, covenant, or condition herein contained shall be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The rights and remedies created by this Agreement are cumulative, and are not intended to be exclusive. The use of one remedy under this Agreement shall not be taken to exclude or waive the right or use of another Agreement, and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

SECTION 28: LEGAL REPRESENTATION

It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that an Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

SECTION 29: FORCE MAJEURE

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of either party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, hurricanes, tropical storms and severe weather conditions affecting performance, floods, epidemics, war, riots. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the work as soon as reasonably possible with the normal pursuit of the work.

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The acts or omissions of subcontractors, third-party contractors, materialmen, suppliers or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the force majeure event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 24 hours after such an occurrence. The CONTRACTOR shall use all reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate as to the resumption of work.

SECTION 30: MISCELLANEOUS

30.1 CONFLICT

Neither CONTRACTOR nor its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that 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 TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

CONTRACTOR shall not 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 during the term of this Agreement.

CONTRACTOR agrees that 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.

30.2 MODIFICATION

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and, subject to Section 6.8 and Section 22, it shall not be considered amended, modified, altered, or changed in any respect unless approved by the parties set forth in writing and signed by the parties hereto, subject to the requirements in Ordinance No. 2017-06.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

30.3 TRADE SECRET INFORMATION

Documents, records, routing, charges, and pricing of the CONTRACTOR that the CONTRACTOR advises the TOWN are trade secret information of the CONTRACTOR, are exempt from disclosure pursuant to Section 815.045, Florida Statutes, as may be amended from time to time, unless in the sole opinion and judgment of the Town Attorney such documents and records are not within said statutory exemption.

30.4 NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission and verbal confirmation of receipt of facsimile by the receiving party, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, the CONTRACTOR and the TOWN designate the following as the respective places for giving of notice:

As to TOWN:

Town Manager
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, Florida 33308-3610
Telephone: (954) 640-4200
Facsimile: (954) 776-1857

Copy to:

Town Attorney
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 640-4200
Facsimile: (954) 776-1857

As to CONTRACTOR:

Regional Vice President
Waste Pro
17302 Pines Boulevard
Pembroke Pines, FL 33029
Telephone: (954) 967-4200
Facsimile: (954) 241-4489

Copy to:

Waste Pro of Florida, Inc. General Counsel
2101 West State Road 434, Suite 305
Longwood, Florida 32779-5053
Telephone: (407) 868-8800
Facsimile: (407) 869-8884

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30.5 PUBLIC RECORDS

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

- (a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
- (b) Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (e) Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

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

30.6 SCRUTINIZED COMPANIES

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

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- (b) If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

30.7 E-Verify

CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for CONTRACTOR'S violation of the statute, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

30.8 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

IN WITNESS WHEREOF, the parties have caused these presents to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed hereon, the day and year first above written.

Attest:

TOWN OF LAUDERDALE BY-THE-SEA

Tedra Allen, Town Clerk

By: _____
Chris Vincent, Mayor

____th day of _____, 2021

By: _____
Linda Connors, Interim Town Manager

By: _____
Lucila Lang, Finance Director

Approved as to form and legality:

By: _____
Susan Trevarthen, Town Attorney

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

CONTRACTOR
Waste Pro USA, Inc.

WITNESSES:

Signature

Print Name and Title

_____ day of _____, 2021

BY: _____
Signature

Russell Mackie, Regional Vice President

_____ day of _____, 2021

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

My Commission Expires:

Signature of Notary Public

Printed Name of Notary Public

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

List of Exhibits

	Page
EXHIBIT 1	Residential Collection Rate for Single Family/Duplex and Multi Family With Carts
EXHIBIT 2	2021-2022 Multifamily and Commercial Utilizing Dumpsters Collection Services
EXHIBIT 3	2022-2023 Multifamily and Commercial Utilizing Dumpsters Collection Services
EXHIBIT 4	Commercial Compacted Dumpster Collection Services
EXHIBIT 5	Special Collection Service Rates
EXHIBIT 6	Emergency Preparedness Plan and Service Rates
EXHIBIT 7	Franchise Ordinance No. 2021-

EXHIBIT 1

Single Family & Duplex Collection Rates; Multi-Family Carts					CPI Projection Rates; maximum of 5% increase.		
Adjustments Per Contract	MSW twice per week, Recycle once per week and Bulk once per month	Current: 10/1/20-10/31/21	1-Nov-21	1-Oct-22	1-Oct-23	1-Oct-24	1-Oct-25
		Collection	\$ 16.54	\$ 19.25	\$ 21.50	\$ 22.58	\$ 23.70
Commission Approved Rate		X	6/29/2021				
Per Month							
	Service Components	1-Oct-20	1-Nov-21	1-Oct-22	1-Oct-23	1-Oct-24	1-Oct-25
		Fee	Fee	Fee	CPI Projected Fee up to 5%	CPI Projected Fee up to 5%	CPI Projected Fee up to 5%
1	Disposal Fee MSW	\$ 8.27	\$ 9.63	\$ 10.75	\$ 11.29	\$ 11.85	\$ 12.44
2	Disposal Fee Bulk	\$ 1.65	\$ 1.93	\$ 2.15	\$ 2.26	\$ 2.37	\$ 2.49
3	Garbage cart Collection - Twice per week	\$ 3.31	\$ 3.85	\$ 4.30	\$ 4.52	\$ 4.74	\$ 4.98
4	Bulk Collection - Once per month	\$ 1.65	\$ 1.93	\$ 2.15	\$ 2.26	\$ 2.37	\$ 2.49
5	Recycle cart Collection - Once per week	\$ 1.65	\$ 1.93	\$ 2.15	\$ 2.26	\$ 2.37	\$ 2.49
Contractor Fee		\$ 16.54	\$ 19.25	\$ 21.50	\$ 22.58	\$ 23.70	\$ 24.89
Commission Approved Rate		\$ 16.54	\$ 19.25	\$ 21.50	\$ 22.58	\$ 23.70	\$ 24.89
Additional Services Amount - Valet service		\$15.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50	\$ 23.40
Additional Cart		\$ 12.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50	\$ 23.40

EXHIBIT 2

2021-2022 Multifamily and Commercial Utilizing Dumpsters Collection Services

NEW 2021-2022		TOTAL RATE						YARDS						RATE PER YARD																				
Multi-Family Dumpsters:		Dumpster Size (cubic yards)						Multi-Family Dumpsters:		Dumpster Size (cubic yards)				Multi-Family Dumpsters:		Dumpster Size (cubic yards)																		
Pick-Ups per week		1	2	3	4	6	8	Pick-Ups per week		1	2	3	4	6	8	Pick-Ups per week		1	2	3	4	6	8											
2	\$	214.27	\$	270.64	\$	404.28	\$	529.66	\$	605.35	\$	739.39	2		8.66	17.32	25.98	34.64	51.96	69.28	2		\$	24.74	\$	15.63	\$	15.56	\$	15.29	\$	11.65	\$	10.67
3	\$	334.07	\$	404.28	\$	604.86	\$	767.93	\$	868.95	\$	1,032.49	3		12.99	25.98	38.97	51.96	77.94	103.92	3		\$	25.72	\$	15.56	\$	15.52	\$	14.78	\$	11.15	\$	9.94
4	\$	444.37	\$	538.01	\$	780.44	\$	972.85	\$	1,107.54	\$	1,275.57	4		17.32	34.64	51.96	69.28	103.92	138.56	4		\$	25.66	\$	15.53	\$	15.02	\$	14.04	\$	10.66	\$	9.21
5	\$	554.71	\$	671.73	\$	927.87	\$	1,173.59	\$	1,289.85	\$	1,510.31	5		21.65	43.3	64.95	86.6	129.9	173.2	5		\$	25.62	\$	15.51	\$	14.29	\$	13.55	\$	9.93	\$	8.72
6	\$	643.82	\$	780.44	\$	1,075.30	\$	1,307.65	\$	1,434.63	\$	1,811.75	6		25.98	51.96	77.94	103.92	155.88	207.84	6		\$	24.78	\$	15.02	\$	13.80	\$	12.58	\$	9.20	\$	8.72
7	\$	725.87	\$	880.81	\$	1,210.22	\$	1,466.70	\$	1,629.46	\$	2,054.83	7		30.31	60.62	90.93	121.24	181.86	242.48	7		\$	23.95	\$	14.53	\$	13.31	\$	12.10	\$	8.96	\$	8.47

Commercial Dumpster:		Dumpster Size (cubic yards)						Commercial Dumpster:		Dumpster Size (cubic yards)				Commercial Dumpster:		Dumpster Size (cubic yards)													
Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8	Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8	Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8						
2	84.79	232.94	281.76	422.07	553.60	577.63	772.54	2		8.66	17.32	25.98	34.64	51.96	69.28	2		\$	26.90	\$	16.27	\$	16.25	\$	15.98	\$	11.12	\$	11.15
3	126.53	348.84	422.07	632.52	803.49	908.45	1079.24	3		12.99	25.98	38.97	51.96	77.94	103.92	3		\$	26.85	\$	16.25	\$	16.23	\$	15.46	\$	11.66	\$	10.39
4	168.28	464.73	562.38	816.66	1018.28	1158.23	1333.29	4		17.32	34.64	51.96	69.28	103.92	138.56	4		\$	26.83	\$	16.23	\$	15.72	\$	14.70	\$	11.15	\$	9.62
5	210.04	580.62	702.68	971.16	1228.67	1348.77	1578.57	5		21.65	43.3	64.95	86.6	129.9	173.2	5		\$	26.82	\$	16.23	\$	14.95	\$	14.19	\$	10.38	\$	9.11
6	243.43	674.20	816.66	1125.67	1368.86	1499.81	1894.04	6		25.98	51.96	77.94	103.92	155.88	207.84	6		\$	25.95	\$	15.72	\$	14.44	\$	13.17	\$	9.62	\$	9.11
7	274.05	760.35	921.86	1267.01	1535.38	1703.51	2148.09	7		30.31	60.62	90.93	121.24	181.86	242.48	7		\$	25.09	\$	15.21	\$	13.93	\$	12.66	\$	9.37	\$	8.86

New extra charges	\$	8.66	\$	17.32	\$	25.98	\$	34.64	\$	51.96	\$	69.28
	\$	12.99	\$	25.98	\$	38.97	\$	51.96	\$	77.94	\$	103.92
	\$	17.32	\$	34.64	\$	51.96	\$	69.28	\$	103.92	\$	138.56
	\$	21.65	\$	43.30	\$	64.95	\$	86.60	\$	129.90	\$	173.20
	\$	25.98	\$	51.96	\$	77.94	\$	103.92	\$	155.88	\$	207.84
	\$	30.31	\$	60.62	\$	90.93	\$	121.24	\$	181.86	\$	242.48
		3.99%		6.58%		7.18%		7.90%		10.68%		11.29%

Rate Increase	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00
	\$ <td>1.00<td>\$<td>1.00<td>\$<td>1.00<td>\$<td>1.00<td>\$<td>1.00<td>\$<td>1.00</td></td></td></td></td></td></td></td></td></td></td>	1.00 <td>\$<td>1.00<td>\$<td>1.00<td>\$<td>1.00<td>\$<td>1.00<td>\$<td>1.00</td></td></td></td></td></td></td></td></td></td>	\$ <td>1.00<td>\$<td>1.00<td>\$<td>1.00<td>\$<td>1.00<td>\$<td>1.00</td></td></td></td></td></td></td></td></td>	1.00 <td>\$<td>1.00<td>\$<td>1.00<td>\$<td>1.00<td>\$<td>1.00</td></td></td></td></td></td></td></td>	\$ <td>1.00<td>\$<td>1.00<td>\$<td>1.00<td>\$<td>1.00</td></td></td></td></td></td></td>	1.00 <td>\$<td>1.00<td>\$<td>1.00<td>\$<td>1.00</td></td></td></td></td></td>	\$ <td>1.00<td>\$<td>1.00<td>\$<td>1.00</td></td></td></td></td>	1.00 <td>\$<td>1.00<td>\$<td>1.00</td></td></td></td>	\$ <td>1.00<td>\$<td>1.00</td></td></td>	1.00 <td>\$<td>1.00</td></td>	\$ <td>1.00</td>	1.00
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Town Additional Yard Services (OVG) Amount

Flat Rate \$150.00 per service

EXHIBIT 3

2022-2023 Multifamily and Commercial Utilizing Dumpsters Collection Services

NEW 2022-2023								TOTAL RATE								YARDS								RATE PER YARD							
Multi-Family Dumpsters:								Dumpster Size (cubic yards)								Multi-Family Dumpsters:								Multi-Family Dumpsters:							
Pick-Ups per week	1	2	3	4	6	8		Pick-Ups per week	1	2	3	4	6	8		Pick-Ups per week	1	2	3	4	6	8		Pick-Ups per week	1	2	3	4	6	8	
2	\$ 225.09	\$ 292.29	\$ 436.76	\$ 572.96	\$ 670.30	\$ 825.99		2	\$ 8.66	\$ 17.32	\$ 25.98	\$ 34.64	\$ 51.96	\$ 69.28		2	\$ 25.99	\$ 16.88	\$ 16.81	\$ 16.54	\$ 12.90	\$ 11.92		2	\$ 25.99	\$ 16.88	\$ 16.81	\$ 16.54	\$ 12.90	\$ 11.92	
3	\$ 350.31	\$ 436.76	\$ 653.57	\$ 832.88	\$ 966.37	\$ 1,162.39		3	\$ 12.99	\$ 25.98	\$ 38.97	\$ 51.96	\$ 77.94	\$ 103.92		3	\$ 26.97	\$ 16.81	\$ 16.77	\$ 16.03	\$ 12.40	\$ 11.19		3	\$ 26.97	\$ 16.81	\$ 16.77	\$ 16.03	\$ 12.40	\$ 11.19	
4	\$ 466.02	\$ 581.31	\$ 845.39	\$ 1,059.45	\$ 1,237.44	\$ 1,448.77		4	\$ 17.32	\$ 34.64	\$ 51.96	\$ 69.28	\$ 103.92	\$ 138.56		4	\$ 26.91	\$ 16.78	\$ 16.27	\$ 15.29	\$ 11.91	\$ 10.46		4	\$ 26.91	\$ 16.78	\$ 16.27	\$ 15.29	\$ 11.91	\$ 10.46	
5	\$ 581.77	\$ 725.86	\$ 1,009.06	\$ 1,281.84	\$ 1,452.23	\$ 1,726.81		5	\$ 21.65	\$ 43.30	\$ 64.95	\$ 86.60	\$ 129.90	\$ 173.20		5	\$ 26.87	\$ 16.76	\$ 15.54	\$ 14.80	\$ 11.18	\$ 9.97		5	\$ 26.87	\$ 16.76	\$ 15.54	\$ 14.80	\$ 11.18	\$ 9.97	
6	\$ 676.29	\$ 845.39	\$ 1,172.72	\$ 1,437.55	\$ 1,629.48	\$ 2,071.55		6	\$ 25.98	\$ 51.96	\$ 77.94	\$ 103.92	\$ 155.88	\$ 207.84		6	\$ 26.03	\$ 16.27	\$ 15.05	\$ 13.83	\$ 10.45	\$ 9.97		6	\$ 26.03	\$ 16.27	\$ 15.05	\$ 13.83	\$ 10.45	\$ 9.97	
7	\$ 763.76	\$ 956.59	\$ 1,323.88	\$ 1,618.25	\$ 1,856.78	\$ 2,357.93		7	\$ 30.31	\$ 60.62	\$ 90.93	\$ 121.24	\$ 181.86	\$ 242.48		7	\$ 25.20	\$ 15.78	\$ 14.56	\$ 13.35	\$ 10.21	\$ 9.72		7	\$ 25.20	\$ 15.78	\$ 14.56	\$ 13.35	\$ 10.21	\$ 9.72	

Commercial Dumpster:								Dumpster Size (cubic yards)								Commercial Dumpster:								Commercial Dumpster:							
Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8	Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8	Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8	Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8
2	94.12	\$ 241.60	\$ 299.08	\$ 448.05	\$ 588.24	\$ 629.59	\$ 841.82	2		\$ 8.66	\$ 17.32	\$ 25.98	\$ 34.64	\$ 51.96	\$ 69.28	2		\$ 27.90	\$ 17.27	\$ 17.25	\$ 16.98	\$ 12.12	\$ 12.15	2		\$ 27.90	\$ 17.27	\$ 17.25	\$ 16.98	\$ 12.12	\$ 12.15
3	140.45	\$ 361.83	\$ 448.05	\$ 671.49	\$ 855.45	\$ 986.39	\$ 1,183.16	3		\$ 12.99	\$ 25.98	\$ 38.97	\$ 51.96	\$ 77.94	\$ 103.92	3		\$ 27.85	\$ 17.25	\$ 17.23	\$ 16.46	\$ 12.66	\$ 11.39	3		\$ 27.85	\$ 17.25	\$ 17.23	\$ 16.46	\$ 12.66	\$ 11.39
4	186.80	\$ 482.05	\$ 597.02	\$ 868.62	\$ 1,087.56	\$ 1,262.15	\$ 1,471.85	4		\$ 17.32	\$ 34.64	\$ 51.96	\$ 69.28	\$ 103.92	\$ 138.56	4		\$ 27.83	\$ 17.23	\$ 16.72	\$ 15.70	\$ 12.15	\$ 10.62	4		\$ 27.83	\$ 17.23	\$ 16.72	\$ 15.70	\$ 12.15	\$ 10.62
5	233.14	\$ 602.27	\$ 745.98	\$ 1,036.11	\$ 1,315.27	\$ 1,478.67	\$ 1,751.77	5		\$ 21.65	\$ 43.30	\$ 64.95	\$ 86.60	\$ 129.90	\$ 173.20	5		\$ 27.82	\$ 17.23	\$ 15.95	\$ 15.19	\$ 11.38	\$ 10.11	5		\$ 27.82	\$ 17.23	\$ 15.95	\$ 15.19	\$ 11.38	\$ 10.11
6	270.21	\$ 700.18	\$ 868.62	\$ 1,203.61	\$ 1,472.78	\$ 1,655.69	\$ 2,101.88	6		\$ 25.98	\$ 51.96	\$ 77.94	\$ 103.92	\$ 155.88	\$ 207.84	6		\$ 26.95	\$ 16.72	\$ 15.44	\$ 14.17	\$ 10.62	\$ 10.11	6		\$ 26.95	\$ 16.72	\$ 15.44	\$ 14.17	\$ 10.62	\$ 10.11
7	304.20	\$ 790.66	\$ 982.48	\$ 1,357.94	\$ 1,656.62	\$ 1,885.37	\$ 2,390.97	7		\$ 30.31	\$ 60.62	\$ 90.93	\$ 121.24	\$ 181.86	\$ 242.48	7		\$ 26.09	\$ 16.21	\$ 14.93	\$ 13.66	\$ 10.37	\$ 9.86	7		\$ 26.09	\$ 16.21	\$ 14.93	\$ 13.66	\$ 10.37	\$ 9.86

New extra charges	\$ 8.66	\$ 17.32	\$ 25.98	\$ 34.64	\$ 51.96	\$ 69.28		Rate Increase	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
	\$ 12.99	\$ 25.98	\$ 38.97	\$ 51.96	\$ 77.94	\$ 103.92			\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
	\$ 17.32	\$ 34.64	\$ 51.96	\$ 69.28	\$ 103.92	\$ 138.56			\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
	\$ 21.65	\$ 43.30	\$ 64.95	\$ 86.60	\$ 129.90	\$ 173.20			\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
	\$ 25.98	\$ 51.96	\$ 77.94	\$ 103.92	\$ 155.88	\$ 207.84			\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
	\$ 30.31	\$ 60.62	\$ 90.93	\$ 121.24	\$ 181.86	\$ 242.48			\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	

Town Additional Yard Services (OVG) Amount
Flat Rate \$150.00 per service

EXHIBIT 4

Compactor Collection Rates

Compactor Collection Rates

October 1, 2021 Compactor Rates

Calculation of Rates and Fees Due Contractor

Applies to % of total

Collection

Disposal

Total

Pick-Ups Per Week	Monthly Contractor Fee				
			2 Cubic Yards	3	
2			\$517.27	775.9	
3			\$775.90	1163.85	
4			1,034.53	1500.07	
5			\$1,293.17	1778.11	
6			1,500.07	2056.13	
7			1,689.740	2308.31	

	Monthly Change from April 1 2018 (10-1-2018 rate)				
	Dumpster Size (cubic yards)				
	1	2	3	4	6
2		\$ 24.53	\$ 36.80		
3		\$ 36.80	\$ 55.20		
4		\$ 49.07	\$ 71.15		
5		\$ 61.33	\$ 84.33		
6		\$ 71.15	\$ 97.52		
7		\$ 80.14	\$ 109.48		

Example of Calculation 2 Yd.

2 yard compactor	change	New rate
\$ 362.09	\$ 54.31	\$ 416.40
\$ 155.18	\$ 23.28	\$ 178.46
\$ 517.27	\$ 77.59	\$ 594.86
Overall Percentage Change		15%

% Change
70%
30%
100%
#

Commission Approved Rates						
Monthly Dumpster Rate						
pick-ups Per week	Dumpster Size (cubic yards)					
		2	3	4	6	8
2		\$ 594.86	\$ 892.29			
3		\$ 892.29	\$ 1,338.43			
4		\$ 1,189.71	\$ 1,725.08			
5		\$ 1,487.15	\$ 2,044.83			
6		\$ 1,725.08	\$ 2,364.55			
7		\$ 1,943.20	\$ 2,654.56			

Pick Ups per week	Town Additional Yard Services (OVG) Amount					
	Dumpster Size (cubic yards)					
	1	2	3	4	6	6
2		\$ 28.21	\$ 42.32			
3		\$ 42.32	\$ 63.48			
4		\$ 56.43	\$ 81.82			
5		\$ 70.53	\$ 96.98			
6		\$ 81.82	\$ 112.15			
7		\$ 92.16	\$ 125.90			

EXHIBIT 5

Special Collection Service

1	Adding lids to or changing lids	No Charge
2	Adding wheels to or changing wheels	No Charge
3	Additional Bulk Waste Collection for Residential Service Units with carts	No Charge for one special pickup per calendar year per Account Holder. (Not available to a delinquent account.) Note: Additional special pickups will be priced by CONTRACTOR depending on volume and schedule.
4	Additional Unscheduled (Not Including "On Call") Solid Waste Pick-Ups For Commercial Service Units And Residential Containerized Service Units	2X (Applicable 1X Week Solid Waste Collection Cost) + Regular Disposal Charges
5	Changing out the size of a Dumpster (above twice per year)	\$25.00 per occurrence
6	Locks (new locks installed)	\$20.00
7	Moving Container Location Per Customer Request	\$18.00 per move
8	Opening (and Closing) Doors or Gates	No Charge
9	Residential Off-Street Collection Service (Disabled Customer)	No Charge
10	Return Container to Customer's Location After Service Was Stopped	\$25.00
11	Rolling out Container less than 30 feet (and returning it to original location)	No Charge
12	Service not designated herein	See Sec. 3.1 and Sec. 3.3.4
13	Supplying (and retrofitting) Locking Mechanism	\$55.00
14	Swap-out Dumpster (extra on site Dumpster used on collection day)	Up to \$35 per month, which includes a limited number of special pick-ups as determined by Customer and CONTRACTOR
15	Unlocking and Locking of Container enclosure	\$2.00 per month
16	Valet Service: Rolling Containers from a storage location to the point of collection that is a distance 30' feet or more.	See Exhibit 1 for Valet Services rates

EXHIBIT 6

Emergency Preparedness Plan and Service Rates

The South Florida Area possibility for a natural disaster exists each and every day. The opportunity for significant amounts of damage due to natural causes is great within our area. Because of the major risks from hurricanes, severe storms, or such other natural and man-made disaster that may occur that the CONTRACTOR will assist the TOWN with emergency debris clearance. The CONTRACTOR has experience and is capable of mobilizing into a disaster area within 12 hours following a devastating storm such as a hurricane.

The CONTRACTOR'S executives and managers will work with the TOWN, County, State, Federal and all other governmental entities in which the CONTRACTOR provides service to provide comprehensive relief services to include:

Pre-Disaster Services:

1. Stand-by-Contact
2. Pre-Event Planning
3. Plans Review
4. Exercise Participation
5. Employee Training

Post-Disaster Operations:

6. Emergency Road Clearance and Trimming of Damaged Vegetation
7. Removal of Debris from Public Rights-of-Way
8. Removal of Debris from Private Property (When Authorized)
9. Temporary Debris Staging and Reduction Site Management
10. Final Debris Staging and Reduction Site Management
11. Final Debris Disposal
12. Hazardous Materials Handling
13. Site Redemption
14. Inspections and Documentation
15. Assistance with FEMA and State Reimbursements

Exhibit 6 (continued)

Emergency Preparedness Plan and Service Rates

Effective June 1, 2010

The following rates are for services to be provided under the Emergency Preparedness Plan. All service rates shall be fixed until changed as provided for in this Agreement.

EQUIPMENT/TOOL/VEHICLE TYPE (INCLUDE OPERATOR AND LABOR COST)	HOURLY RATE	DAILY RATE (8 HOURS)
Boom Truck (Self Loader) & Operator with CDL Driver	\$250	\$2,000
Roll Off Truck & Operator with CDL Driver	\$198	\$1,500
Rear Load Truck & Operator with CDL Driver and Helper	\$250	\$2,000
Wheel Loader 644 or equivalent & Operator	\$250	\$2,000
D-6 Dozers or equivalent & Operator	\$250	\$2,000
Bobcat Loader or equivalent & Operator	\$200	\$1,500
Rubber Tired Backhoe	\$200	\$1,500
Project Manager with Truck	\$125	\$950
Safety Superintendent with Truck	\$125	\$950
Service Truck & Maintenance Technician	\$125	\$950
Laborers	\$50	\$380

Cost for Vegetative cleanup and transport to disposal site.
Include equipment, tools, vehicles, and operator and labor costs.

\$20.00 cubic yard

Cost for C&D debris cleanup and transport to disposal site.
Include equipment, tools, vehicles, and operator and labor costs.

\$25.00 cubic yard

EXHIBIT 7

Adopting Ordinance No. 2021 -



Town Commission Agenda Item Report

Meeting Date: June 29, 2021

Submitted By: Linda Connors, Interim Town Manager

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: Old Business

Subject Title: Solid Waste, Bulk Waste and Recycling Collection Services Agreement Renewal Option

Explanation: The Town Commission entered into a Solid Waste, Bulk Waste and Recycling Collection agreement with Wase Pro USA, Inc. on July 1, 2009. Since then, the Town has exercised its first and second opportunities to extend the contract. The current contract period ends on November 30, 2021. There is one more opportunity for a renewal term, which is the focus of this agenda item.

Over the past six months, Town staff has been working closely with Waste Pro's administrative team to ensure the problems and complaints that we had been receiving on a regular basis could be resolved. Since the contract was set to expire, staff wanted to make sure that the issues were addressed prior to staff presenting a recommendation to the Commission.

Since January, Waste Pro has made the following improvements to their service:

- Initiated a routine inspection during the service day to ensure hydraulic and other fluids are not leaking and staining our streets;
- Changed the service hours for our commercial businesses to earlier in the mornings to eliminate conflicts and ensure the garbage was removed before the downtown is congested;
- Committed to replacing the commercial district's metal garbage dumpsters with plastic (they are easier for businesses to maneuver and much preferred);
- Added a truck dedicated to the Town (instead of sharing one with Fort Lauderdale) so that we would eliminate many of the problems associated with delayed and/or missed pick ups;
- Established two separate weekly meetings (one with administrative staff to review any individual issues that come up from time to time and the other with Town Manager and Regional Manager to review policies that need to be adjusted to improve overall service);

- Initiated a process to communicate with condominium associations when the truck will be delayed, or collection date is shifted;
- Made administrative and operational changes to improve service and provide direct line of contact with account holders.

These changes have resulted in a vast improvement in overall service resulting in a substantial decrease in the complaints that we receive about their service. When we do receive complaints, they are addressed in a timely manner due to the enhanced communication that we have established with our staff and Waste Pro's management team.

With these corrections to service in place, staff began discussions with Waste Pro regarding the renewal of the contract. Staff has negotiated the following terms for a contract renewal with Waste Pro:

Residential	Rate	Percentage Increase
Current Rate	\$16.54	
Year 1	\$ 19.25	16.4%
Year 2	\$ 21.50	11.7%
Years 3-5	CPI not to exceed 5%	

Commercial accounts (businesses and multi-family accounts) are charged by cubic yard and Waste Pro is proposing a \$1 per cubic yard rate increase for year 1 and \$1 for year 2 to the businesses and multi-family accounts. Years 3-5 will apply CPI not to exceed 5%. This increase affects all businesses differently due to their varied collection schedules (see Exhibit 1-A). Staff reviewed ten different accounts to see how the increase would affect the cost of garbage collection and the increase resulted in an average percentage increase of 7.85%.

In support of the increased cost of service, Waste Pro has agreed to:

- Replace, where feasible, the multi-family metal dumpsters with plastic (these are preferable because of the ease of maneuverability);
- Maintain a dedicated truck for the town for pick up; and
- Assign a Supervisor dedicated to Lauderdale-By-The-Sea to ensure all routes are completed. The Supervisor will drive through the route and be available to address and correct any issues that may arise.

The current labor shortage has resulted in increased labor costs across all aspects of our economy and the solid waste industry is not excluded. Staff has researched other communities' collection costs and even with the increase, we have some of the most competitive prices in the area. We believe that the requests from Waste Pro are reasonable, and we support the contract extension.

If the Commission agrees to the suggested terms, staff will prepare the contract extension and bring to the Commission for approval.

Recommendation: Authorize Interim Town Manager to move forward with a five-year contract extension for Waste Pro with the above-mentioned terms.

Attachments: Exhibit 1-A

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, June 29, 2021
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 7:00 p.m. Also present were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Director of Public Works Ken Rubach, Director of Finance and Budget Lucila Lang, Acting Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, and Public Information Officer/IT Administrator Steve d'Oliveira

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Items 17a and 18a were moved to the top of the Agenda at this time.

17. RESOLUTIONS – PUBLIC COMMENTS

- a. **Resolution 2021-36 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PURSUANT TO THE TOWN CODE OF ORDINANCES, SECTION 2-27, "WAIVER OF CODE REQUIREMENTS," FINDING THAT THE COVID-19 PANDEMIC CONTINUES TO BE AN EXTRAORDINARY CIRCUMSTANCE AND CONTINUING TO WAIVE CERTAIN REQUIREMENTS OF CHAPTER 17, "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES," SECTION 17-89, "SIDEWALK CAFE PERMIT STANDARDS AND REQUIREMENTS," FOR SIDEWALK CAFES TO ALLOW FOR TRANSITION BACK TO NORMAL OPERATION THROUGH OCTOBER 15, 2021; PROVIDING FOR REQUIREMENTS FOR THOSE USING THE WAIVERS; PROVIDING FOR CONTINUED USE OF CONNIE**

**HOFFMANN OCEAN PLAZA; PROVIDING FOR EXPIRATION,
CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

Interim Town Manager Linda Connors explained that this Resolution was developed following an earlier Commission workshop in conjunction with the Town's Chamber of Commerce. The Chamber had requested that extension of sidewalk cafés into Downtown parking areas be permitted for another three months. This extension was originally permitted by a Resolution passed by the Commission in 2020, establishing extraordinary circumstances to allow for Code to be bypassed. Another extraordinary circumstance would need to be established by Resolution to continue this extension.

Town Attorney Susan Trevarthen further clarified that the Governor has declined to extend the Emergency Orders that had created the extraordinary circumstance. The Orders have since expired.

Interim Town Manager Connors recalled that at a workshop held immediately before tonight's regular Commission meeting, the Chamber of Commerce had also requested other permissions as well as sidewalk café extension. Staff has reviewed these requests. The businesses agree to adhere to Code governing noise, right-of-way use, tent size, and use of uniform tents. Staff recommends that the Town's existing tents be used, with the businesses to be charged if replacement of tents becomes necessary.

The businesses would also pay to lease the parking spaces and Ocean Plaza during the period of extension, with costs to be determined by the Town. Interim Town Manager Connors advised that the costs of right-of-way uses are included in the Commission's backup materials. These costs are based on parking fees, which would cost approximately \$850 per month. Sidewalk café costs are determined at a price of \$18 per square foot annually, or roughly \$300 per month. Staff has also outlined the number of parking spaces currently used for restaurants in the Downtown area.

Another request is for the use of Connie Hoffmann Ocean Plaza. While this was not outlined in the original request, it is consistent with other permissions requested by the Downtown businesses. In 2014, the Commission established a fee for use of the Plaza based on its requirement to be open for the enjoyment of visitors. The daily rental for the Plaza is \$850.

To consider granting use of the Plaza, the Commission must:

- Waive the requirement that it is only to be used four times per year per business
- Establish a rate for use of the Plaza.

Use of half the Plaza would be \$425 if based upon the current standard, which was adopted by Resolution.

In addition to these requests, Staff asks for consideration of other items:

- Require insurance to include parking areas and Plaza
- Require tents, tables, and chairs located in the Plaza to be removed based on Section 17-89.J, which requires the removal of furniture during storm warnings; if furniture is not removed by the businesses, Staff recommends permanent removal of the extension into parking areas
- Charge participating restaurants the cost of the Town's cleaning of sidewalk space.

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that the ambiance created by use of the Plaza for outdoor dining does not detract from other experiences. She also recommended that the Commission appoint a liaison to work with Downtown businesses on the proposed extension.

Pastor Patrick C. Jackson, resident, asked what residents can do to support Town businesses and contribute to a positive atmosphere.

The following comments were sent via email:

- Rick Tobin, resident, referred Town Staff to a post in a "Facebook Happenings" group for the area, which included several comments on this topic (link provided in email)
- Denitsa (last name not provided) was not in favor of any changes to the parking configuration in the Downtown area, and felt letting some businesses and restaurants use this space was unfair to a number of smaller businesses

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

The Commissioners discussed the Resolution, with Mayor Vincent requesting that the Town Attorney opine on the proposed policies, including why there are different policies for the Ocean and Dune Plazas. Attorney Trevarthen recalled that when the Plazas were created, the Commission adopted a Resolution establishing policies for their use. It is left to the Commission's discretion to determine whether or not this Resolution evolves over

time. As written, it accounts for the different statuses of dining areas that expand into parking areas and dining areas that expand into the Plazas.

Commissioner Strauss commented that extraordinary circumstances continue to exist due to the events of the previous year. He continued that there is a strong public desire to continue outdoor seating and dining. He concluded that he was in favor of extending the agreement through October, and suggested that more discussions be held in the future to address how to move forward with possible changes to the Downtown area.

Commissioner Sokolow stated that he had no issues with extending the program through October 2021, although he felt the Commission should explore a long-term solution to the Town's parking before making a final decision on the potential removal of parking spaces. He concluded that he would also like to see if sidewalk cafés continue to be successful once heat and humidity increase significantly during the summer.

Vice Mayor Oldaker was also in favor of extending the current configuration through October to help Town businesses recover from the extraordinary circumstances of the pandemic.

Commissioner Strauss also requested that the Commission keep in mind the businesses and restaurants on the west side of A1A, pointing out that the Town has permitted certain nonconforming uses of sidewalk tables, chairs, and signage. He asked that the extension through October also apply to modifications on the west side. Town Attorney Trevarthen clarified that the Ordinance is drafted to apply to all business zoning districts.

Commissioner Malkoon advised that while he had not originally been in favor of the proposed extension, discussions with residents had changed his mind. He continued that businesses have indicated willingness to cover the cost of parking while they continue to use their parking area, and requested clarification of how this will be paid, whether or not there is an agreement in place, and how payments will be made if the Commission passes Resolution 2021-36.

Mayor Vincent observed that the Town's parking problem has existed since 1963, and that many of the Town's business owners also live in Lauderdale-By-The-Sea. He emphasized the importance of their feedback on this Resolution, asserting that it was not his place to tell these individuals how to operate their businesses.

Mayor Vincent added that while restaurants are using the parking spaces and not currently paying for them, pedestrians also use this space. He pointed out that there has

been no charge for lost parking revenue thus far, and asserted that all businesses benefit from this additional space. He requested that the Commission consider not charging for the use of this space for another three months, although he strongly encouraged businesses to keep up maintenance and cleaning of these areas and agreed that this fee, as well as insurance, should be passed along to the restaurants.

The Commission discussed the proposed fees, with Town Attorney Trevarthen stating that two different measures could be used to determine the fee for the seating and parking areas: the sidewalk café fee or the metered parking fee. Neither of these fees is being charged at present. Mayor Vincent reiterated that all businesses, not just restaurants, are benefiting from the use of added space for outdoor seating.

Town Attorney Trevarthen clarified that the Agenda Item states the restaurants would need to submit an expanded dining area for administrative approval. This area is not currently covered by liability insurance. Staff has also requested to pass the cost of cleaning on to the cafés. The use of common tents would continue to be permitted in a "less haphazard" manner. Interim Town Manager Connors added that Staff recommends use of the Town's tents, as they meet the Fire Marshal's safety requirements.

Commissioner Sokolow expressed concern with the calculation and billing of three cents per square foot. Interim Town Manager Connors explained that Staff already calculates this square footage as part of the base rate for sidewalk cafés, so it is easily available.

Town Attorney Trevarthen further clarified that insurance is already required as part of sidewalk café approval, which is why the Town recommends that amendments to these areas be administratively processed so the entire area would be covered by insurance. The Resolution also clarifies that the only physical barriers that may be erected must be provided by the Town, and that tents may only be placed in parking areas.

Commissioner Sokolow made a motion, seconded by Commissioner Strauss, to approve the Resolution as written, with amended sidewalk café Site Plans to be processed with no per square foot charge for the enlarged dining areas, either in the Plazas or the parking areas. Motion carried 5-0.

It was determined that the issue of sidewalk cleaning fees would be brought back before the Commission at a later date.

18. QUASI JUDICIAL PUBLIC HEARINGS

Town Attorney Trevarthen explained the procedures for the hearing of quasi-judicial items, and the Commissioners disclosed any ex parte communications on the Items. Individuals wishing to speak on the Items were sworn in at this time.

a. 2021-ZR-01 / Request for Zoning Relief for 4412 / 4416 W. Tradewinds Avenue (the “Property”)

Acting Development Services Director Jhanelle Campbell stated that the subject property is within an RD-10 zoning district. It previously operated as the residential component of an off-site substance abuse treatment facility. The business was sold to the current Applicant, who was required to submit a new application, as previous approval is not transferable.

The Applicant, Addiction Behavioral Centers of America, is a state-licensed provider of outpatient counseling for adults in recovery from alcohol and other substance abuse addictions. Federal law defines individuals in recovery from alcohol or drug addiction as protected, and they are considered to be disabled. The Town is required to have a procedure by which individuals with disabilities may seek reasonable accommodation for zoning requirements. It does not require that the Town allow treatment in a residence, and the Applicant is not proposing that this take place.

The request seeks relief from the definition of “family” found within the Town's Code, which specifically states that no more than three people who are unrelated may live in the same dwelling. The Applicant is seeking to have more than three people reside in each of the residential units. This is the only Code requirement for which zoning relief is being sought. Federal courts have upheld that a city must grant relief from a three-person occupancy limit for those living as a group in a substance-free residence, to the extent that a request for relief is properly presented and documented.

Acting Development Services Director Campbell continued that each unit of the subject property includes three bedrooms and bathrooms. Permitted occupancy is for three unrelated people. The Applicant requests that six unrelated people be allowed to reside at each of the two residential units.

Staff recommends approval of the request as proposed. This is the same permission that was approved as part of the original 2015 zoning relief order. Conditions of approval are provided in the Commission's backup materials. These include:

- No treatment may take place at the residence
- A limit on the number of cars that may be on the property at the same time

- A requirement that two behavioral technicians must be on-site at all times
- Any individual testing positive for alcohol or illegal drugs shall be discharged to an off-site location

As with the previous approval, approval of this request is not transferable to any future business that may operate on the same property. The property must comply with all other Town Codes and Ordinances.

James Green, counsel representing the Applicant, stated that the Applicant agrees with the 19 conditions recommended by Staff. He submitted a package including the Applicant's behavioral health care accreditation into the record at this time. The Applicant is in the process of obtaining Florida Association of Recovery Residences (FARR) certification. Fire safety inspections for the property were also submitted into the record.

Commissioner Strauss requested confirmation that the conditions for the property will remain the same, with the only change to be the ownership of the property. Mr. Green replied that the conditions are expected to remain "99 percent the same." He asked that the necessities established during prior proceedings also be accepted for the current request for relief.

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, requested clarification of the process for items such as this that are non-transferable, and asked if there are other properties within the Town for which previous approval is not transferable although the businesses may be essentially the same. She expressed concern that the Application might have "skipped a step" in coming before the Commission.

Town Attorney Trevarthen explained that the Applicant has gone through all steps specified by Town Code for zoning relief. Acting Development Services Director Campbell further clarified that the Application was mentioned at the most recent Planning and Zoning Board meeting in relation to an update provided to those Board members, which informed them of applications that may be in the pipeline. This Application for zoning relief was not intended to go before that Board, as Code explicitly states that it must go before the Commission for approval.

Kelly Dillon, resident, asked for clarification of whether or not the approval, or its impact on the Town's taxpayers, would be the same. She continued that the Town is asked to double the current population on the subject property, as well as the number of cars that

may be in its driveway, and asked how this constituted the same approval that was previously granted.

Town Attorney Trevarthen stated that the property remains the same as it was before. The requests for zoning relief, both at present and when previous approval was granted, ask that each bedroom in the unit house two individuals instead of one. She explained that this is the same request as in 2015.

Acting Development Services Director Campbell advised that the previous request for the property was to permit seven people rather than six, although the relief granted only permitted six people to reside on the property.

Mr. Green noted that a petition has circulated that no more than four vehicles be parked at each duplex unit. Town Attorney Trevarthen confirmed that this is the same condition as was granted to the previous applicant.

Mayor Vincent noted that the Town Attorney has advised there are certain circumstances under which zoning relief must be granted subject to the Americans with Disabilities Act (ADA) of 1990 and Federal Housing Administration (FHA) requirements. He also pointed out that there is a high probability of litigation if such a request is denied. He encouraged any individuals wishing for additional information to refer to the backup materials or contact Town Staff.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve Resolution 2021-37 to permit the requested occupancy by the Applicant, not to exceed two people per bedroom for a total of six in each unit. Motion carried 5-0.

Mayor Vincent requested that Item 12a be heard at this time.

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

12. OLD BUSINESS

a. Solid Waste, Bulk Waste and Recycling Collection Service Agreement

Interim Town Manager Connors recalled that the Town's current solid waste contract was entered into on July 1, 2009. Since that time, the Commission has exercised its options

for first and second extension opportunities. The contract is set to expire on November 30, 2021, with one more renewal opportunity.

Interim Town Manager Connors advised that she and Russell Mackie, Regional Vice President for Waste Pro, have worked over the last six months to improve service to the Town. These efforts resulted in an inspection being initiated due to complaints regarding staining of the streets by pickup vehicles. Waste Pro has committed to replace metal commercial and multi-family dumpsters with plastic (where applicable). They have also added a truck that is dedicated to the Town, which addresses a number of problems with delays and missed pickups.

Interim Town Manager Connors continued that Town administrative Staff meets with Waste Pro on a weekly basis to address any problems in need of resolution. She regularly follows up with Mr. Mackie to determine whether or not there are any policies or procedures that must be addressed on a Town-wide basis.

Interim Town Manager Connors advised that the following terms have been negotiated for the upcoming contract:

- First year: 16% increase
- Second year: 11% increase
- Years three to five: consumer price index (CPI) increase, not to exceed 5% per year
- Because business and multi-family accounts are charged by cubic yard, Waste Pro proposes \$1 per cubic yard rate increase in year one, followed by \$1 for year two and CPI not to exceed 5% from years three to five

Staff has reviewed Waste Pro's request, as well as other contracts in the area, to ensure that the Town's rate is comparable. Waste Pro will continue replacement of business and multi-family dumpsters where possible, as well as continued maintenance of the dedicated truck and an assigned supervisor dedicated to the Town. If the Commission agrees with these terms, Staff will prepare the contract extension and bring it before them at a later date.

Vice Mayor Oldaker clarified that while the rates presented in the backup materials are monthly rates, the Town pays Waste Pro on a quarterly basis.

Commissioners Sokolow and Strauss each noted that Mr. Mackie of Waste Pro was accessible to them for recent discussions, and indicated their support for the negotiated contract after service improvements were made.

Mayor Vincent acknowledged that 2020-2021 were challenging to Waste Pro for a number of reasons, and pointed out that the company responded appropriately to these challenges and worked with the Town to resolve them.

Commissioner Malkoon observed that the appointment of a liaison for the Town, and the dedicated vehicle, are expected to be helpful in addressing potential issues.

Vice Mayor Oldaker made a motion, seconded by Commissioner Malkoon, to authorize the Interim Town Manager to move forward with the five-year contract extension for Waste Pro, with the above-mentioned terms. Motion carried 5-0.

5. PRESENTATIONS

a. 4th of July Update

Special Events and Marketing Manager Debbie Hime gave a brief presentation on the Town's upcoming Fourth of July event. The parade will begin at 10 a.m., followed by Family Fun Day from 11 a.m. to 3 p.m. and fireworks at 9 p.m. The Parade's Grand Marshal will be longtime resident Paula Mangano.

More individuals and businesses have sponsored this upcoming event than have ever done so before. The Town's Citizen Observer Patrol (COP) volunteers will work with the Broward Sheriff's Office (BSO) and Volunteer Fire Department (VFD) to ensure safety. BSO encourages residents to walk rather than drive to the beach, as mobility may be difficult due to traffic and road closures. The Commercial Boulevard Bridge will be closed to boat traffic.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she hoped volunteers would continue to serve at the Visitor Center whether the Chamber or the Town is ultimately responsible for its management. She was not in favor of the choice of new uniforms for Public Works Staff, and concluded that there should be a Town liaison for the Downtown area.

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

7. PUBLIC SAFETY DISCUSSION

a. VFD May Activity Report

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

b. AMR May 2021 Report

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

c. BSO May 2021 Report

BSO Captain Tom Palmer noted that the majority of crimes that occurred were related to unlocked vehicle doors and/or unsecured valuables. He strongly encouraged residents to take steps to avoid this and secure their belongings. He also cautioned all present that significant traffic is anticipated on July 4, and advised against driving on that date if possible.

Vice Mayor Oldaker asked if there has been additional discussion of using a mobile electronic traffic sign on July 4. Captain Palmer confirmed that three of these devices would be deployed on the north and south ends of the Town as well as on the east end of Commercial Boulevard to notify motorists of heavy traffic. They will be used afterward for speed control and other messages throughout the Town.

Commissioner Malkoon also noted that residents have expressed concern regarding speeding traffic on Commercial Boulevard. Captain Palmer replied that BSO Staff has issued 80 speeding citations thus far in 2021, most of which occurred in the A1A/Commercial Boulevard areas. BSO has issued over 1100 citations and written warnings for multiple reasons since the beginning of the year.

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

8. TOWN MANAGER REPORT

a. May Finance Report

Finance Director Lucila Lang advised that the Town's July 1 certification of taxable value will be shared at the next scheduled meeting.

The Commissioners accepted the report without discussion.

b. Town Manager Report

Interim Town Manager Connors reported that several residents have asked questions of Staff regarding 40-year building inspections. Broward and Miami-Dade Counties each have local amendments to Florida Building Code which require a recertification process for buildings of over 3500 square feet that are not single-family or duplex home structures. Staff will place additional information on this Town-administered program on its website for the public.

In 2019, the Commission updated the Town's Code to require all residential properties to screen chain-link fencing. Properties were required to implement screening by the deadline of August 27, 2021. In light of the COVID-19 pandemic, Staff recommends that this deadline be extended for one more year. The Commissioners agreed by consensus to this extension.

Public Works Director Ken Rubach stated that the west side of El Mar Drive is still awaiting sidewalk repairs due to recent inclement weather. This work will be completed after the Fourth of July event. He also noted that the Town has worked with local resources to install equipment that will make it easier for wheelchair users to access the beach.

Public Works Director Rubach continued that the Town received comments from the Florida Department of Transportation (FDOT) regarding the crosswalk at A1A and Hibiscus Drive. All comments addressed minor revisions to the blueprint. The design is expected to be returned to FDOT within the next one to two weeks. After their review, the Town hopes to receive a permit to begin this project by late July. Improvements will include in-ground flashing lights and rapid-flashing beacons.

Interim Town Manager Connors advised that due to the budget calendar, the Town's first September date for the budget and regular Commission meetings has been moved from Tuesday, September 14 to Monday, September 13, with the budget meeting to be held

at 6 p.m. and the regular meeting at 6:30 p.m. The Commission agreed with this change by consensus.

Commissioner Malkoon requested that the Commission be kept apprised of any help they may be able to provide to Surfside, Florida following the recent condominium collapse. Town Attorney Trevarthen advised that monetary donations should be sent to SupportSurfside.org.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

- a. June 8, 2021 Town Commission Workshop Minutes
- b. June 8, 2021 Town Commission Meeting Minutes

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

11. CONSENT AGENDA

- a. Purchase of VFD Ranger Crew XP 1000 Premium

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve the VFD's purchase of a Ranger Crew XP 1000 Premium from Polaris Sales, Inc. at a cost of \$18,603.08. Motion carried 5-0.

13. NEW BUSINESS

- a. Voting Delegate for the Florida League of Cities (FLC) 95th Annual Conference

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to appoint Commissioner Malkoon as the voting delegate at the Florida League of Cities (FLC) 95th Annual Conference. Motion carried 5-0.

14. COMMISSIONER COMMENTS

The Mayor, Vice Mayor, and Commissioners wished all present a happy Fourth of July.

Commissioner Strauss expressed condolences for the residents of Surfside, Florida, and recommended courtesy when home fireworks are used.

Mayor Vincent also addressed the tragedy at Surfside, stating that he sent a message of condolence and support from the Town to Mayor Charles Burkett and his staff. He noted that the event has triggered valuable conversations within communities to attempt to understand how and why this event occurred and to prevent it from occurring again.

15. ORDINANCES 1ST READING

- a. Ordinance 2021-04 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 “UNIFIED LAND DEVELOPMENT REGULATIONS,” ARTICLE VI “HISTORIC PRESERVATION” TO REPEAL REGULATIONS RELATED TO HISTORIC PRESERVATION, AND SECTION 30-24, “PLANNING AND ZONING BOARD,” SECTION 30-51 “ARCHITECTURAL REVIEW STANDARDS,” SECTION 30-111, “PURPOSE,” AND SECTION 30-113, “DEVELOPMENT APPLICATION REVIEW PROCEDURES” TO REMOVE REFERENCES TO HISTORIC PRESERVATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Acting Development Services Director Campbell recalled that in 2014, Broward County amended its Historic Preservation Ordinance so it would apply to municipalities that did not have established historic preservation programs. As a result, the Town established its own such program. The County then amended its Historic Preservation Ordinance in 2019 to require municipalities to become certified local governments in order to maintain their historic preservation programs.

In April 2021, Interim Town Manager Connors requested direction from the Commission regarding certified local government status. The Commission instructed Staff to prepare an Ordinance that would repeal the Town’s historic preservation program, and chose not

to pursue certified local government status. Ordinance 2021-04 meets both of these instructions.

Ordinance 2021-04 was also brought before the Planning and Zoning Board in June 2021 and was recommended for approval; however, after that meeting, Staff discovered that there were additional references to historic preservation in Town Code which must be addressed. These were added to the Ordinance as it appears before the Commission.

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to approve Ordinance 2021-04. Motion carried 5-0.

b. Ordinance 2021-05 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 4 “ANIMALS,” ARTICLE II “DOGS AND CATS” TO UPDATE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

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

Acting Development Services Director Campbell recalled that at the March 9, 2021 meeting, the Commission requested that Staff amend Town Code to remove the prohibition of dogs from the Town’s parks. Ordinance 2021-05 accomplishes this request. It would also allow dogs in El Prado Park, Laura Ward Park, and the green space located north of the tennis courts in Friedt Park. All dogs must be restrained and kept tethered on a leash not more than six feet in length. The Ordinance is consistent with previous Commission direction to establish a pilot dog park within Friedt Park, commensurate with the Community Investment Plan (CIP) accepted for fiscal year (FY) 2022.

The Ordinance also removes outdated language throughout Chapter 4, including replacement of references to Code Enforcement with Code Compliance. It removes language that required the arrest of a dog owner if a dog is found running at large.

Vice Mayor Oldaker noted that Section 4-27.a will require additional wording. Town Attorney Trevarthen reviewed this language, which refers to both the dog and the owner or person in charge of the dog who is holding the leash or tether.

Lauderdale-By-The-Sea
Town Commission Meeting
June 29, 2021

Mayor Vincent recommended that Code Compliance Officers and other Town Staff provide courtesy reminders to residents during the time before this Ordinance is passed.

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve Ordinance 2021-05 with the changes read by the Town Attorney. Motion carried 5-0.

16. ORDINANCES 2ND READING

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:59 p.m.

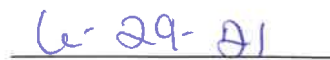


Mayor Chris Vincent

ATTEST:



Town Clerk Tedra Allen



Date

**Solid Waste, Bulk Waste, and Recycling Collection Services Agreement
Between
The Town of Lauderdale By-The-Sea, Florida
and
Waste Pro USA, Inc.**



2021 Restated Collection Agreement

History: RFP No. 09-02-01 - Effective July 1, 2009 -
First Amendment - September 10, 2009
Second Amendment - January 11, 2011
Third Amendment - September 30, 2011
Restated Agreement - March 27, 2012
First Amendment to the Restated Agreement – January 13, 2015
2015 Restated Agreement – November 24, 2015
2017 Restated Agreement – May 18, 2017
2019 Restated Agreement – May 14, 2019
2021 Restated Agreement – November 1, 2021

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

This Agreement and amendments thereto (hereinafter referred to as “Agreement”) made and first entered into the 1st day of July, 2009, and amended as provided below, by and between the Town of Lauderdale By-The-Sea, a municipal corporation of the State of Florida (hereinafter referred to as “**TOWN**”), acting by and through its duly authorized Town Commission, and Waste Pro USA, Inc., a Florida Corporation and successor-in-interest pursuant to a transfer of this Agreement approved by the Town Commission on August 19, 2014 (hereinafter referred to as “**CONTRACTOR**”).

The amendments to this Agreement include:

1. First Amendment on September 10, 2009,
2. Second Amendment on January 11, 2011,
3. Third Amendment on September 30, 2011,
4. 2012 Restated Agreement on March 27, 2012 (first renewal period),
5. First Amendment to the 2012 Restated Agreement on January 13, 2015, and
6. 2015 Restated Agreement on November 24, 2015 (extension of first renewal period).
7. 2017 Restated Agreement on May 18, 2017 (second renewal period).
8. 2019 Restated Agreement on May 14, 2019 (amendments)
9. 2021 Restated Agreement on November 1, 2021 (third renewal period and amendments)

WITNESSETH:

WHEREAS, the CONTRACTOR and the TOWN wish to set forth the terms and conditions of this Agreement for the provision of a Solid Waste, Bulk Waste, and Recycling Collection Services.

NOW THEREFORE, for the mutual benefits and other considerations recited herein, the parties agree as follows:

SECTION 1: AGREEMENT

1.1 FRANCHISE

For the term of this Agreement, the TOWN hereby grants the CONTRACTOR the exclusive franchise and the sole obligation to operate and maintain comprehensive Solid Waste, Bulk Waste, and recycling collection services for Residential Collection Service Units and Solid Waste for Commercial Collection Service Units in and for the TOWN, except as specifically excluded in this Agreement. The franchise specifically excludes the exclusive collection of construction and demolition debris. The CONTRACTOR is authorized by the TOWN, in, upon, over, and across the present and future streets, alleys, bridges, easements, and other public places of the TOWN for the purposes of fulfilling CONTRACTORS’ obligations under this Agreement within the municipal corporate limits of the TOWN, or as directed in conformance with the Charter and Ordinances of the TOWN and other applicable law. The CONTRACTOR’S sole consideration from the TOWN shall be the right to provide the services specified herein at the rates specifically authorized herein.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

1.2 TERM OF AGREEMENT

The initial term of this Solid Waste, Bulk Waste, and Recycling Collection Services Agreement (“Agreement”) was for a period of three (3) consecutive years, commencing on July 1, 2009 at 12:00 a.m., local time, through June 20, 2012 at 11:59 p.m., local time. The first renewal period commenced on June 21, 2012 at 12:00 a.m., local time, and continued through May 17, 2017 at 11:59 p.m., local time. The second renewal period commenced on May 18, 2017 at 12:00 a.m., local time, and ends on November 30, 2021 at 11:59 p.m., local time. The third renewal period begins November 1, 2021 at 12:00 a.m., local time, and ends on October 31, 2026.

1.3 EXPIRATION OF AGREEMENT PROVISIONS

In the event a new Agreement has not been awarded upon the expiration of this Agreement, and renewal options are not exercised, the CONTRACTOR agrees to provide service to the TOWN for an additional ninety (90) calendar day period beyond the expiration of the Agreement at the then established rates, provided the TOWN requests said services, in writing, at such time.

1.4 OPTION TO RENEW

- (a) *Renewal Periods.* After the initial three (3) year period, this Agreement may be renewed for three (3) additional periods, each lasting between three (3) and five (5) years as shown in the following table.

Table 1 – Renewal Periods

Initial Term:	July 1, 2009 to June 20, 2012
First Renewal Term:	June 21, 2012 to May 17, 2017
Second Renewal Term	May 18, 2017 to November 1, 2021
Third Renewal Term	November 1, 2021 to October 31, 2026
Renegotiate Terms and Conditions or Request Bids from Qualified Contractors	To be determined

- (b) *Final Renewal Term.* In the event the Agreement is renewed for three (3) Renewal Terms, the TOWN may, at the end of the final renewal term, either renegotiate the term and conditions of the Agreement with the current CONTRACTOR or request bids from qualified contractors to provide Solid Waste Collection, Bulk Waste Collection, and Recycling Services.
- (c) *No Limits on Right of Termination.* This section in no way limits the TOWN’S right to terminate this Agreement for cause at any time during the initial term or any extension thereof, pursuant to Section 9 of this Agreement.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

SECTION 2: DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply, unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the TOWN shall apply. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word “shall” is always mandatory and not merely discretionary.

1. **Advertising** shall mean any written communication for the purpose of promoting a product or service. No advertising shall be permitted on Collection vehicles, or any other vehicles, Recycling Bins, Recycling Containers, Containers, Roll-offs or other equipment used for the purpose of administering this Agreement. The CONTRACTOR’S name in which it is doing business and non-toll telephone service number, written communication as specified in the Agreement or written communication as directed by the Town Manager, shall not be considered Advertising.
2. **Account Holder** shall mean the party responsible for payment for services provided by CONTRACTOR that has arranged an account with the CONTRACTOR.
3. **Agreement** shall mean this Agreement.
4. **Bags** shall mean non-dissolvable plastic bags.
5. **Biological Waste** shall mean, as defined in Chapter 403, Florida Statutes, Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.
6. **Biomedical Waste** shall mean, as defined in Chapter 403, Florida Statutes, any Solid Waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.
7. **Brown Goods** shall mean discarded computers, televisions, stereos, cabinets, furniture, and other similar domestic goods. Brown Goods must be generated by the Customer and at the Residential Service Unit or Commercial Service Unit wherein the Brown Goods are collected. Anytime White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
8. **Bulk Waste** shall mean those wastes that may require special handling and management including, but not limited to: all types of vegetative matter resulting from normal yard and landscaping maintenance that does not exceed six (6) feet in length, White Goods, Brown Goods, furniture, equipment, and other similar items including materials resulting from minor home repairs. Bulk Waste does not include items herein defined as Garbage, Contractor-Generated Waste, Exempt Waste, or items such as televisions, mirrors, window glass, or containers with fluids, or waste containing refrigerants or other potentially harmful fluids or gases.
9. **Bulk Waste Collection Service** shall mean Bulk Waste Collection from Residential Service Units and delivery of the Bulk Waste to the Designated Disposal Facility.
10. **Business Day** shall mean any day, Monday through Friday, from 8 a.m., local time until 4 p.m., local time.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

11. **Cart** shall mean a metal or plastic receptacle on wheels that is mechanically emptied, with a maximum capacity of ninety-six (96) gallons used to store Solid Waste, Yard Waste or Recyclable Materials until collection by the CONTRACTOR.
12. **Collection** shall mean the process whereby Solid Waste, Bulk Waste, and Recyclable Materials are removed and transported to the appropriate Designated Disposal Facility. Collection shall exclude the process of picking up, transporting, and dropping off Exempt Waste.
13. **Collection Rates** shall mean the rates approved pursuant to the terms of this Agreement that are to be charged by the CONTRACTOR for collection services.
14. **Commercial Establishment** shall mean all retail, professional, wholesale, institutional, lodging, and industrial facilities, and any other commercial enterprises, offering goods or services to the public located in the Service Area.
15. **Commercial Services** shall mean Commercial Solid Waste Collection Services performed in the Service Area.
16. **Commercial Service Unit** shall mean any Commercial Establishment in the Service Area.
17. **Commercial Solid Waste** shall mean any Garbage or Trash that is usual to the normal operations of a Commercial Service Unit. A Customer driven activity at the Commercial Service Unit wherein the Commercial Solid Waste is collected and does not include items defined herein as Yard Waste, Bulk Waste, Contractor-Generated Waste, or Exempt Waste must generate commercial Solid Waste. Recyclable Materials are not Commercial Solid Waste.
18. **Commercial Solid Waste Collection Service** shall mean the Collection and disposal of Commercial Solid Waste from Commercial Service. Commercial Solid Waste Collection Service shall be provided via Containers or Dumpsters.
19. **Commercial Recycling Collection Service Unit** shall mean the Collection of Recyclable Materials from Commercial Service Units utilizing Recycling Bins and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.
20. **Compactor** shall mean a mechanism, whether stationary or mobile, with a minimum compaction ratio of 2.5 to 1.0 used for the densification of Solid Waste in Containers or Roll-offs. The CONTRACTOR shall clearly mark all Dumpsters and Roll-offs and Compactors as to prohibit their use for the disposal of Biological Waste, Biomedical Waste, Hazardous Waste, or Sludge if hauler is to provide as opposed to Inter Local Agreement (ILA).
21. **Construction and Demolition Debris** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, fence, screen, metal, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project. This includes non-vegetative construction and demolition debris as a result of a fire, and manmade or natural disaster, to include hurricane debris.
22. **Container** shall mean a Dumpster or Cart used to store Solid Waste, Yard Waste or Recyclable Materials.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

23. **CONTRACTOR** shall mean the person or entity that has entered into this Agreement to provide the services described herein for the Service Area.
24. **Contractor-Generated Waste** shall mean Bulk Waste generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, and lawn or yard maintenance services and nurseries.
25. **County** shall mean Broward County, Florida.
26. **Customer** shall mean person(s) that produce the Solid Waste, Bulk Waste and Recyclable Materials at a physical location. The Customer may be the Account Holder.
27. **Designated Disposal Facility** shall mean the facility designated by the Town for receipt of all Solid Waste, Bulk Waste and Yard Waste collected within the Town that is capable of being processed at the Designated Disposal Facility.
28. **Designated Recycling Facility** shall mean the Recovered Materials Processing Facility designated by the Town for receipt of the Recyclable Materials collected within the Town.
29. **Disposal Charges** shall mean the prevailing per-ton rate charged at the Designated Disposal Facility for the acceptance and disposal of Residential Waste, Commercial Solid Waste, and other waste materials.
30. **Disposal Fee** shall mean the amount within the Collection Rate paid by the Customer that is charged for the disposal of Solid Waste, Bulk Waste and Yard Waste.
31. **Dumpster** shall mean a metal or plastic receptacle, with a capacity of up to and including eight (8) cubic yards designed or intended to be mechanically dumped into a loader-packer type garbage truck.
32. **Dwelling Unit** shall mean an individual living unit in a single-family dwelling, duplex dwelling, multi-family dwelling, or mixed-used dwelling within a structure or building intended for, or capable of being utilized for residential living, other than those structures or building units included within the definition of Commercial Service Unit herein.
33. **Exempt Waste** shall mean Biological Waste, Biomedical Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission, and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.
34. **Franchise Fee** shall mean the charge to CONTRACTOR for the use of present and future streets, alleys, bridges, easements, and other public places of the TOWN. The Franchise Fee shall be calculated by multiplying the Gross Revenues as defined herein by the assigned franchise fee percentage. For example, commercial franchise fee shall be ten percent (10%) of Gross Revenues for Commercial Services and three point seven six percent (3.76%) of Gross Revenues for Residential/Multi Family Services.
35. **Garbage** shall mean all waste that is generated from normal residential activities. These materials generally include, but are not limited to, kitchen and food waste, animal and produce waste, or any organic waste that is a result of storage, preparation, cooking, or handling of food materials. Also included in this category are household waste items such as food packaging materials; non-recyclable cans, plastics, paper, cardboard, and bottles; rags and cleaning supplies, and other items usual to housekeeping.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

36. **Gross Revenues** shall mean all charges invoiced by the CONTRACTOR arising from, attributable to or in any way derived from the services it provides pursuant to this Agreement, exclusive of franchise fees.
37. **Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
38. **Non-Collection Notice** shall mean a sticker, tag, or door hanger used by the CONTRACTOR to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by the CONTRACTOR pursuant to the Agreement, developed and provided by the CONTRACTOR and approved by the TOWN. CONTRACTOR is required to provide a Non-Collection Notice anytime Solid Waste, Bulk Waste, or Recycling Materials are not picked up for any reason.
39. **Ordinance** shall mean those parts of the Code of the TOWN governing Solid Waste Collection, Disposal, and Recycling activities within the TOWN.
40. **Recovered Materials Processing Facility** shall mean a facility engaged solely in the storage, processing, resale, or reuse of Recyclable Materials, and that meets the requirements of Section 403.7046, Florida Statutes.
41. **Recyclable Materials** shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials to be collected shall include all materials that are accepted by the Designated Recycling Facility.
42. **Recycling** shall mean any process by which materials that would otherwise have been Residential Solid Waste or Commercial Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
43. **Recycling Bin** shall mean a rigid rectangular receptacle stenciled with the TOWN logo. Recycling Bins shall not contain the name or logo of the CONTRACTOR. Recycling Bins shall be made of plastic or other suitable substance of no less than fourteen (14) gallons.
44. **Recycling Container or Recycling Cart** shall mean a wheeled metal or plastic receptacle, with a capacity of ninety six (96) gallons or an alternative sized specified by TOWN, intended to be manually or mechanically dumped into a loader-packer type recycling truck. Recycling Containers shall be stenciled with the Town logo and shall not contain the name or logo of the CONTRACTOR. A Recycling Container is commonly referred to as a "Recycling Cart."
45. **Residential Collection Service Unit – Single Family, Duplex** shall mean one single family home or one duplex unit that uses containers that are placed at curbside for collection.
46. **Residential Collection Service Unit – Multi Family Container Service** shall mean a Multi Family property that uses containers that are placed at curbside for collections.
47. **Residential Recycling Collection Service Unit** shall mean all types of Residential Collection Service Units utilizing Recycling Bins, Dumpsters and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

48. **Residential Collection Service Unit – Multi Family Dumpster Service** shall mean the Collection of Garbage and Trash from multi-family residential units that utilize dumpsters for the Collection Service.
49. **Residential Solid Waste** shall mean Garbage and Trash resulting from the normal household activities of a Residential Service Unit. The Customer at the Residential Service Unit wherein the waste is collected must generate the Solid Waste. It does not include items defined herein as Contractor-Generated Waste or Exempt Waste. Recyclable Materials and Bulk Waste are not Residential Solid Waste.
50. **Roll-Off Collection Service** shall mean the Collection and disposal of Roll-Off Containers containing Construction and Demolition Debris. Collection of Construction and Demolition Debris is not considered exclusive to the CONTRACTOR under the terms and conditions of the Agreement.
51. **Roll-Off Containers** shall mean any metal receptacle with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle. Roll-off Containers utilized for services covered under this Agreement shall be owned by the CONTRACTOR.
52. **Scheduled Collection Day** shall mean any day in which Collection activities take place.
53. **Service Area** shall mean the municipal limits of the TOWN.
54. **Sludge** shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances, or any other such waste having similar characteristics or effects.
55. **Solid Waste** shall mean Garbage and Trash. Bulk Waste and Recyclable Materials are not considered Solid Waste.
56. **Special Waste** shall mean Solid Waste that can require special handling and management, including, but not limited to used tires, used oil, lead-acid batteries, ash residue, and biological wastes.
57. **TOWN** shall mean the Town of Lauderdale By-The-Sea, Broward County, Florida.
58. **Town Commission** shall mean the Town Commission of the TOWN.
59. **Town Manager** shall mean the Town Manager of the TOWN, or his/her designated representative(s).
60. **Town Sponsored Special Events** shall mean events sponsored or co-sponsored by the TOWN.
61. **Trash** shall mean plastic bags, wood, bundles, toys, Yard Waste, and other similar waste materials in cans or similar receptacles. Trash does not include items that are Contractor-Generated Waste or Exempt Waste.
62. **Yard Waste (or Yard Trash)** shall mean vegetative materials from normal yard and landscaping maintenance that is from the serviced property.
63. **Yard Waste Collection Service** shall mean the once per week collection of Yard Waste utilizing carts from Cart Customers (single family, duplex and multifamily).

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64. **White Goods** shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the Customer and at the Residential Service Unit or Commercial Service Unit wherein the White Goods are collected. Any time White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
65. **Work Day** shall mean any day, Monday through Sunday.
66. **Undefined Amount of Solid Waste or Recyclables** shall mean the quantity of disposed material that can be placed in a Container by and still allow proper collection with the lid closed.

SECTION 3: COLLECTION SERVICES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR shall provide all Residential Services and Commercial Services, as defined in Section 3 herein, within the corporate limits of the TOWN, except as provided herein. Said service shall include:

3.1 RESIDENTIAL SOLID WASTE – GARBAGE AND TRASH

- (a) **All Residential Solid Waste.** The CONTRACTOR is responsible to collect all Solid Waste, Bulk Trash, and Recycling Materials in the Service Area. In the event the CONTRACTOR is not able to collect, CONTRACTOR is required to provide a Non-Collection Notice with the contractual reason for non-collection.
- (b) **Christmas Trees.** The CONTRACTOR shall collect Christmas Trees from all Residential Service Units at curbside at no additional cost to the Residential Service Unit or the TOWN on normal pickup days when the tree is placed in the Cart or on any Bulk Trash pickup day.
- (c) **Containers.** Containers provided by the CONTRACTOR shall meet accepted industry standards. TOWN will select the color of the Container; however, once the color is selected, all Containers of the same type shall be the same color. Carts shall have a capacity of not greater than ninety-six (96) gallons. The CONTRACTOR is not required to empty any Carts that exceed 150 pounds in weight.
- (d) **Container Repair or Replacement.**
 - (1) **Cart.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Collection Service Unit's Cart has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Cart or make repairs to the Container within two (2) Work Days of said notice. Each Residential Collection Service Unit shall be entitled to two (2) repairs or two (2) replacements of lost, destroyed, or stolen Containers within a rolling 24 month period at no cost to the TOWN or the Residential Collection Service Unit. Additional replacement Containers or repairs shall be provided at the CONTRACTOR'S actual cost and charged to the Residential Collection Service Unit Customer, unless such damage was caused by CONTRACTOR.
 - (2) **Dumpster.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Collection Service Unit's Dumpster has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Dumpster or make repairs to the Dumpster within four (4) Work Days of said notice.

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- (e) **Collection Rates.** As of the effective date of this Agreement, the CONTRACTOR shall provide Collection Service for each type of service according to the Collection Rates shown in the corresponding Exhibits to this Contract, which are incorporated herein; unless specifically and expressly authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN.
- (f) **Service Levels Not Designated** – For Residential Solid Waste service levels not designated in this Agreement, the CONTRACTOR may provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and Customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the Customer. All said service levels, types, and rates shall be approved by the TOWN.
- (g) **Ownership** of Carts –Carts purchased by the CONTRACTOR shall be deemed to be owned by the CONTRACTOR, except that Carts in the possession of a Residential Collection Service Unit or the TOWN at the end of the Agreement shall be deemed to be owned by the TOWN.
- (h) **Yard Waste Collection Service.** The TOWN no longer has a Yard Waste Program. Residents who previously had a yard cart may continue to put their yard waste in the yard cart. However, this will be picked up along with regular solid waste once a week. A replacement cart or additional cart shall be subject to fee (see Exhibit 1). The Town has the option of implementing Yard Waste Collection Service for residential customers utilizing carts by providing the CONTRACTOR with written notice. Within 120 days of receipt of such written notice from the TOWN, the CONTRACTOR shall begin providing once a week residential and Multifamily (with carts service) yard waste collection service. The fee for yard waste collection service paid to CONTRACTOR shall be negotiated by the parties prior to the implementation of the Yard Waste Program.

3.1.1 Residential Collection Service Units – Single Family, Duplex (Cart Service)

- (a) **Frequency.** The CONTRACTOR shall pick up, twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each residential unit.
- (b) **Suspension of Service.** Single Family or Duplex Residential Service Units may suspend service in accordance with the requirements of the Town Code of Ordinances.
- (c) **Placement of Carts.** CONTRACTOR shall pick up all Carts placed within three (3) feet of the street. Carts, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. Carts shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.
- (d) **Number of Carts.** CONTRACTOR will provide one (1) Cart to each Residential Service Unit, unless a smaller size Cart is requested by the Residential Service Unit and agreed upon by CONTRACTOR. In accordance with Chapter 10 of the Town Code, when a duplex is owned by a single person / entity, residents of the Duplexes units may share a common waste and recycling cart provided under a single account,

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provided it is sufficient to accommodate the joint usage without spillover. An additional waste cart requires an additional account.

- (e) **Size of Carts.** The TOWN shall determine the size of the Carts for each class of service.
- (f) **Residential Off-Street Collection Service.** The CONTRACTOR shall provide off-street Collection for Solid Waste from Residential Collection Service Units if (a) all adult occupants residing therein are incapable of moving the Carts, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Collection Service Unit, and (c) the request is approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to Customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Collection Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Collection Service Unit.

3.1.2 Residential Collection Service Units – Multi Family with Cart Service

- (a) **Frequency.** The CONTRACTOR shall pick up twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each Residential Collection Service Unit at curbside or a designated location.
- (b) **Placement of Containers.** CONTRACTOR shall pick up all Carts placed within three (3) feet of the street. Carts, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonable possible to its original location. Carts shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.
- (c) **Number of Carts.** CONTRACTOR shall provide one (1) Cart for each Residential Collection Service Unit if requested, to accommodate the Solid Waste Collection needs of the Residential Collection Service Units. CONTRACTOR may reduce total numbers of Carts if collection is easily contained in a lesser number of Carts. The CONTRACTOR shall provide the number of Carts necessary for efficient and sanitary services based on the reasonable request of an authorized representative of the Residential Service Units, in accordance with the following:
 - (i) A “reasonable request” shall be made at least thirty (30) days prior to the desired date of pick-up or delivery of Carts.
 - (ii) A “reasonable request” shall be defined as any request for a number of Carts sufficient for efficient and sanitary services. Regardless of the actual number of Carts sufficient for efficient and sanitary services, the Residential Service Units shall pay the rate for the number of Carts equaling at least fifty percent (50%) of the number of residential dwelling units. If fifty percent (50%) is not a whole number, the minimum number of Carts will be rounded down; for example, eleven (11) residential dwelling units may request no fewer than five (5) Carts.
 - (iii) A reasonable request may be made up to two (2) times per fiscal year for free. Additional requests to have Carts picked up or delivered may be made,

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but shall require payment of a fee. The fee shall be twenty-five dollars (\$25) for the first four (4) Carts to be picked up or delivered; additional Carts may be requested to be picked up or delivered for a fee of fifteen dollars (\$15) each.

- (iv) In the event of disagreement about the reasonable number of Carts, the TOWN shall make the final determination.

3.1.3. Residential Collection Service Units – Multi Family Dumpster Service

- (a) **Number and Size; Frequency of Pickup.** The CONTRACTOR shall provide the sizes and numbers of Dumpsters necessary for efficient and sanitary services based on the reasonable request of an authorized representative of Residential Service Units. Dumpsters shall be picked up as frequently as volume demands, but not less than twice per week, at least three (3) days apart. The Account Holder and the CONTRACTOR shall mutually agree upon the size and frequency of pick-up of Dumpsters. The CONTRACTOR shall notify Account Holder if it is deemed necessary to increase service, and notify the TOWN of their intention to do so. Any dispute between Account Holder and CONTRACTOR shall be resolved by TOWN according to the process established by Town Code and the decision of the TOWN shall be final and binding.
- (b) **Dumpsters.** Dumpsters provided by the CONTRACTOR shall meet accepted industry standards. The CONTRACTOR shall maintain Dumpsters as necessary to maintain efficient and sanitary services.
- (c) **Placement of Dumpsters** - CONTRACTOR shall empty all Dumpsters from the Customer's Dumpster enclosure or where placed by the Customer on collection day. Dumpsters, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. No Dumpsters shall be placed by Customer or CONTRACTOR in the public right-of-way unless specific written approval has been given by the TOWN. Valet service may be provided by CONTRACTOR as a special service (see Exhibit 1).

3.2 RESIDENTIAL BULK WASTE

3.2.1 Bulk Waste Collection Schedule and Generation Location

The CONTRACTOR shall pick up Bulk Waste from each Residential Collection Service Unit once a month according to the annual schedule adopted by the TOWN.

All Bulk Waste shall be placed curbside for collection according to the TOWN Code and shall be generated from the Residential Collection Service Unit disposing of the Bulk Waste.

- 3.2.2 **Bulk Waste Service.** Bulk Waste Collection Services shall be provided by CONTRACTOR in accordance with the following service levels:

Residential Service Unit	Service Level
Single Family, Duplex	No Maximum

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Residential Service Unit	Service Level
Multi Family with Carts	One (1) cubic yard of Bulk Waste multiplied by the number of Solid Waste Carts from the Residential Service Units. For example, if an 11 unit Multi Family property has five (5) Solid Waste Carts, the CONTRACTOR shall collect up to five (5) cubic yards of Bulk Waste.
Mixed-Use Property	Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup.
Multi Family Dumpster Service	No Maximums

3.3 COMMERCIAL SOLID WASTE

- 3.3.1 **Commercial Solid Waste Collection Service** – The CONTRACTOR shall provide Commercial Solid Waste Collection Service as deemed necessary and as determined between the CONTRACTOR and the Customer. However, frequency shall be no less than two (2) times per week with no exception for Holiday(s) as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. The size of the Container or Dumpster and the frequency of Collection (meeting minimum requirements) shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste shall be placed outside the Container or Dumpster. Dumpster(s) and Container(s) shall be accessible to the CONTRACTOR’S crew and vehicles. In the event of disagreement about the size of Dumpster or frequency of collection, the TOWN shall make the final determination.
- 3.3.2 **Rates** - The CONTRACTOR shall provide Container(s) and Dumpster(s) at the approved rates as identified in Exhibit 2 and Exhibit 3 Compacted Dumpster Service, which are incorporated herein, and, unless specifically authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN unless specifically and expressly set forth herein. Customers may own their Dumpsters and/or Container(s) provided that the Customer shall be completely responsible for its proper maintenance and such Container(s) shall be of a type that can be serviced by the CONTRACTOR’S equipment.
- 3.3.3 **Service Levels not Designated** – For Commercial Solid Waste Collection service levels not designated, the CONTRACTOR shall provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and Customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the Customer. All said service levels, types, and rates shall be approved by the TOWN.

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- 3.3.4 **Placement of Dumpsters** - CONTRACTOR shall empty all Dumpsters from the Customer's Dumpster enclosure or where placed by the Customer on collection day. Dumpsters, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. No Dumpsters shall be placed by Customer or CONTRACTOR in the public right-of-way unless specific written approval has been given by the TOWN. Valet service may be provided by CONTRACTOR as a special service (see Exhibit 5).
- 3.3.5 **Dumpster Repair or Replacement.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Dumpster has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Dumpster or make repairs to the Dumpster within four (4) Work Days of said notice.

3.4 RECYCLING

The CONTRACTOR shall offer recycling services to all Commercial Recycling Collection Service Units; the fees for those services shall be agreed upon by the Commercial Recycling Collection Service Unit and the CONTRACTOR.

The CONTRACTOR shall provide Recycling Services to all Residential Service Units as described below.

- 3.4.1 CONTRACTOR shall provide Recycling Services to all Residential Collection Units one (1) day per week, on a regular scheduled Solid Waste pick up day. The services to be performed by the CONTRACTOR shall consist of Collection of all designated Recyclable Materials and transportation to the Designated Recycling Facility.
- 3.4.2 Should unanticipated events, circumstances, or changes in law arise that necessitate any additions or deletions to work described in this Section, including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications and any compensation to CONTRACTOR before undertaking any changes or revisions to such work.
- 3.4.3 **Purchase and Distribution:** CONTRACTOR shall provide one (1) Recycling Cart to each Residential Collection Service Unit – Single Family and Duplex and one (1) Recycling Cart for every Garbage Container required in Section 3.1.2 for Residential Collection Service Units – Multi Family with Containers. TOWN will select the color of the Container; however, once the color is selected, all Containers shall be the same color. The TOWN may select one alternative sized CART that the Residential Collection Service Unit may request from CONTRACTOR and CONTRACTOR shall promptly provide said carts to the Customers as directed by the Town at no charge to either the Customer or the Town. All Recycling Carts shall be capable of being emptied by mechanical equipment.
- a. The CONTRACTOR shall maintain sufficient Recycling Carts to ensure that extra or replacement Recycling Carts can be provided to Customers or properties in accordance with the terms and conditions of the Agreement. The CONTRACTOR'S employees shall take care to prevent damage to Recycling Carts by unnecessary rough treatment.

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- b. The CONTRACTOR shall purchase and distribute new Recycling Carts as requested by TOWN to existing Residential Collection Service Units for the term of this Agreement.
 - c. The CONTRACTOR shall purchase and distribute Recycling Carts to new Residential Collection Service Units that are added to the Service Area during the term of the Agreement.
- 3.4.4 **Repair or Replacement** – Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Service Unit's Recycling Container has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Container to such Residential Service Unit or make repairs to the Container within two (2) Work Days of said notice. Each Residential Service Unit shall be entitled to two repairs or replacements of lost, destroyed, or stolen Containers within a two year period at no cost to the TOWN or the Residential Collection Service Unit. Additional replacement Containers or repairs shall be provided at the CONTRACTOR'S actual cost.
- 3.4.5 **Ownership** – Ownership of Recycling Carts purchased by the CONTRACTOR shall rest with the CONTRACTOR, except that ownership of Recycling Carts in the possession of a Residential Collection Service Unit or TOWN at the end of the Agreement shall rest with the TOWN.
- 3.4.6 **Recyclable Materials to be Collected** – The CONTRACTOR shall collect all Recyclable Materials that are accepted by the Designated Recycling Facility and that are placed in a Recycling Container.
- 3.4.7 **Contaminated Recyclable Materials** – The CONTRACTOR shall not collect Recyclable Materials that are significantly contaminated with non-Recyclable Materials.
- The CONTRACTOR shall leave a Non-Collection Notice explaining why the material in the Recycling Cart was not collected and shall advise the Town that day of the non-collection. The CONTRACTOR shall not collect the Recyclable Materials until the Residential Service Unit segregates the Recyclable Materials from the contaminating material.
- The TOWN shall approve the design of said notice, and the cost of printing said notice shall be borne by the CONTRACTOR.
- The CONTRACTOR shall maintain a record of the address of any Residential Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.
- 3.4.8 **Recycling Containers for Residential Units Utilizing Dumpsters** – The CONTRACTOR shall provide the same level of Residential Recycling Service to Residential Units using Dumpsters as provided to the Residential Units – Multi Family as identified in Section 3.4. If the recycling volume is sufficient, upon request of an Account Holder, CONTRACTOR shall provide a recycling Dumpster instead of or in addition to Recycling Carts.
- 3.4.9 **Residential Off-Street Collection Service.** The CONTRACTOR shall provide off-street Collection for Recyclables from Residential Service Units if (a) all adult occupants residing therein are incapable of moving their carts, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Service Unit, and (c) the request is

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approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to Customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Service Unit.

3.5 DESIGNATED DISPOSAL FACILITY AND COMMINGLING OF WASTE

All Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials collected pursuant to this Agreement shall be delivered to facilities designated by the TOWN (“Designated Disposal Facilities”), with the exception of waste which is shown by affidavit to be destined for transportation to any destination outside of the State of Florida. A violation of this Section is a material breach of contract.

3.5.1 Disposal Facility Outside of Florida

Should CONTRACTOR direct waste to a location outside the State of Florida, it shall indemnify and hold harmless the TOWN for any action resulting from such disposal. CONTRACTOR specifically acknowledges that the prices in this Agreement include this indemnification and hold harmless obligation as a part of its cost for out of state delivery, and such cost is not to be interpreted as a penalty for, or barrier to, delivery of the waste by CONTRACTOR out of state.

3.5.2 Ownership and Commingling of Waste.

- (a) The TOWN shall retain ownership of all Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials until delivery to the Designated Disposal Facility.
- (b) In the event that CONTRACTOR commingles any materials collected under the terms and conditions of this Agreement with materials from other jurisdictions, CONTRACTOR shall indemnify and hold TOWN harmless from any and all losses, claims, or liability associated with the quantities of Solid Waste or other materials that were commingled.
- (c) CONTRACTOR shall inform TOWN and Town’s Designated Disposal Facilities prior to commingling any materials and receive their approval. The Town Manager’s approval shall not be unreasonably withheld.

CONTRACTOR shall submit for the Town Manager’s approval the formula for converting the tons of disposed commingled waste to cubic yards and then the calculation of the tons/yardage of Town waste from the total disposed. The formula may be revised from time to time at the request of either party. The Town Manager shall make the determination whether a revised formula may be approved.

3.5.3 Change in Designated Disposal Facility

In the event the TOWN changes the Designated Disposal Facility, TOWN shall give CONTRACTOR at least sixty (60) days-notice of the date the change is to go into effect.

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- (a) In such case, TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement that may be required in order to implement changes in the interest of the public welfare or due to change in law.
- (b) When such modifications to this Agreement are necessary, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section.
- (c) The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. In the event the parties cannot reach agreement within 30 days of the notice, then either party has the right to terminate this Agreement on 180 days written notice. During any such 180 day period, CONTRACTOR shall cooperate with TOWN in assuring a smooth transition to the new disposal facility or arrangement.

3.6 SPECIAL WASTE COLLECTION SERVICES

CONTRACTOR shall not be required to collect and/or dispose of Special Waste, Hazardous Waste, Biohazardous or Biomedical Waste, or Sludge, but may offer such service in the Service Area. All collection and disposal for those types of waste are not regulated or exclusive under this Agreement, but if provided by the CONTRACTOR, shall be in strict compliance with all federal, state, and local laws and regulations.

3.7 TOWN'S RIGHT TO DESIGNATE CONTAINER SIZE AND FREQUENCY OF PICK UP

The TOWN reserves the right to determine the frequency of pick up and the number and size of Containers needed at all Residential Service Units and Commercial Service Units within the TOWN'S corporate limits. The TOWN agrees not to designate more than three (3) sizes of Carts, which at this time are 95, 65 and 35 gallon Carts. TOWN shall give at least thirty (30) days-notice to CONTRACTOR of a change in Cart size; however, CONTRACTOR may continue to deploy existing Carts that are in their inventory. All new Carts thereafter shall be ordered in the size specified by TOWN.

If the TOWN determines that a change in frequency of service or Container size or number is necessary, the CONTRACTOR shall adjust the service accordingly. The Account Holder shall be responsible to pay for the adjusted service levels, whether increased or decreased.

3.8 MIXED USE PROPERTIES

3.8.1 Defined - The following terms are defined for purposes of this subsection 3.8 only:

- (a) *Mixed-use property* is defined as a property, which may contain more than one parcel or premises, containing both residential and non-residential uses. For the purposes of Solid Waste collection under this section, the non-residential uses shall not involve food sales or service.
- (b) *Small mixed-use property* is defined as a mixed-use property with a total area of 6,000 square feet or less.

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(c) *Large mixed-use property* is defined as a mixed-use property with a total area of greater than 6,000 square feet.

3.8.2 **Solid Waste and Bulk Waste Service** - As an alternative to the use of Dumpsters, property owners and tenants of mixed use properties may arrange for Solid Waste and Bulk Waste Collection as follows:

(a) *Small mixed-use property option.* The property owner or the single tenant of a small mixed-use property may arrange for a residential Cart that will also serve the non-residential use(s). Such owner or tenant shall be charged the residential Cart rate in Exhibit 1 in those cases where the Garbage from the entire property can be accommodated in one residential Cart, without spillover. In the event additional Carts are required, they shall be provided at the commercial Cart rate applicable to similar volumes of Garbage. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup

(b) *Large mixed-use property option.*

i. *Property owners.* The property owner of a mixed-use property in excess of a total area of 6,000 square feet may arrange for a single or multiple commercial containers that will also serve the residential use of the property, if the Container(s) is (are) of sufficient size to accommodate the joint usage without spillover. Such owner shall be charged the commercial Container rate. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup.

ii. *Tenants.* The tenant of a mixed-use property in excess of a total area of 6,000 square feet, who leases both non-residential space and a residential dwelling on the property, may arrange for a single or multiple commercial containers to serve both his or her residential and non-residential Garbage disposal needs, if the Container is of sufficient size to accommodate the joint usage without spillover. Such Tenants shall be charged the commercial Container rate. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup

3.8.3 **Other Requirements.** Mixed Use Properties opting to use Containers shall be governed by the in the same manner as similar customers for the disposal of Christmas trees, Container repair or replacement, and placement of Carts.

SECTION 4: EDUCATION SERVICES

The CONTRACTOR shall provide the following public education services about the TOWN'S Solid Waste, Bulk Waste, and Recycling Services. The CONTRACTOR shall be responsible for all expenses associated with the notices and educational services required herein. All notices, educational materials, and educational services shall be approved by the Town Manager prior to being printed and used by the CONTRACTOR.

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4.1 ANNUAL NOTICE TO CUSTOMERS

The CONTRACTOR shall design, print, and distribute an annual notice to all Residential and Commercial Customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service.

4.2 NOTICES TO NEW CUSTOMERS

The CONTRACTOR shall design, print, and distribute a notice to new Residential and Commercial Customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service. The notice shall be sent out not later than thirty (30) days after service begins.

4.3 NON-COLLECTION NOTICE

The CONTRACTOR shall not be required to collect any Solid Waste, Bulk Waste, or Recyclable Materials, within reason, which does not meet the requirements in this Agreement. The CONTRACTOR shall collect that portion of Solid Waste, Bulk Waste, or Recyclable Materials that meets the set-out requirement, and shall affix to the improper Garbage Can, Container, Bag, or other material a Non-Collection Notice explaining why Collection was not made. The TOWN shall approve the design of said notice and the cost of printing said notice shall be borne by the CONTRACTOR. The CONTRACTOR shall maintain a record of the address of any Customer where Solid Waste, Bulk Waste, or Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.

SECTION 5: HOURS OF COLLECTION, SCHEDULES, AND ROUTES

5.1 RESIDENTIAL SERVICES

Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., local time, and terminating no later than 6:00 p.m., local time, Monday through Saturday, with no service on Sunday.

5.2 COMMERCIAL SERVICES

Commercial Services shall be made with a minimum of noise and disturbance and shall be provided between the hours of 6:00 a.m., local time, and 6:00 p.m., local time, Monday through Sunday.

5.3 EXTENDED COLLECTION HOURS/DAYS

The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the TOWN.

5.4 QUIET ENJOYMENT

The receipt by the TOWN of a complaint pattern referencing noise or disturbances that occurred during the operating hours set forth in this Section shall be prima facie evidence of “disturbances” and the CONTRACTOR shall adjust the Commercial Service hours at such identified locations as the TOWN shall direct the CONTRACTOR in writing. The adjustment of such hours shall not result in a rate change for the CONTRACTOR.

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5.5 SCHEDULES AND ROUTES

The CONTRACTOR shall submit proposed changes to routes and schedules to be approved by the Town Manager no later than ninety (90) calendar days prior to the proposed effective date of the change.

In the event of a temporary change in residential routes or schedules that will alter the day of Collection, the CONTRACTOR shall have said changes approved by the Town Manager at the earliest practical date. The CONTRACTOR shall bear all expenses for public education in the event of a change in residential routes (i.e. preparation of news releases, postage, copies, etc.).

The TOWN reserves the right to deny the CONTRACTOR'S vehicles access to certain streets, bridges, and public ways, inside the TOWN or outside the TOWN in route to Designated Disposal Facilities where it is in the best interest of the general public to do so due to conditions of streets and bridges. The CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures.

5.6 HOLIDAY PICK-UP SCHEDULE

Christmas is designated as a Holiday. The CONTRACTOR is not required to provide Solid Waste Cart, Bulk Waste, or recycling collection or maintain office hours on a Holiday. The TOWN reserves the right to add or delete designated holidays for the duration of this Agreement.

- 5.5.1 If Solid Waste Cart collection falls on a Holiday, then Solid Waste carts shall be collected on the Customer's next regularly scheduled pick-up day after the Holiday.
- 5.5.2 If recycling Cart collection falls on a Holiday, then recycling carts shall be collected on the Customer's Solid Waste collect date within that week. For example, if the Customer's Solid Waste Cart is collected on Monday and Thursday and the Holiday is on Monday, then the recycling Cart shall be collected Thursday of that Holiday week.
- 5.5.3 If Bulk Waste collection falls on a Holiday, the CONTRACTOR shall schedule Bulk Waste collection one week after the Holiday.
- 5.5.4 Dumpster collection shall not be affected by Holidays; however, nothing herein prevents the CONTRACTOR for making alternative arrangements for Holiday collection of dumpsters.

SECTION 6: CHARGES AND RATES

6.1 COLLECTION SERVICES

The CONTRACTOR shall be responsible for the establishment of all collection service accounts, billing and collection of payments for all accounts in accordance with the Collection Rates as they may subsequently be adjusted pursuant to this Agreement. Town shall bear no responsibility for unpaid accounts and CONTRACTOR may not terminate, suspend, or interrupt service based upon non-payment.

In the event of non-payment by a Customer, CONTRACTOR may pursue all legally available means for collection. In the event of non-payment by a Customer, CONTRACTOR, as its sole and exclusive remedy from the TOWN, shall (in writing) provide the name, address and amount of nonpayment to the TOWN and TOWN shall use its code enforcement prosecution process to attempt to collect the amount of the non-payment. Any amounts so collected by the Town,

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representing the amount of the nonpayment, shall be provided to the CONTRACTOR upon receipt by the TOWN. The TOWN shall not be responsible or liable in any way whatsoever, for any unpaid bills or for its inability to collect unpaid accounts and the TOWN shall not be required to foreclose on any code enforcement liens for unpaid service, though it may, at its sole option, undertake such action. CONTRACTOR shall be responsible for all costs incurred in the collection of Solid Waste and other materials as required herein, including but not limited to, cost of equipment, employees and related costs, disposal fees, fuel and maintenance, administration, and all other costs incurred in the provision of the required services. The TOWN shall bear no responsibility for any costs unless specifically and expressly provided for herein. The Account Holder's only obligation shall be to pay the charges set forth in the appropriate Exhibits setting forth charges or as otherwise specifically and expressly set forth herein.

6.2 SPECIAL COLLECTION SERVICES

The CONTRACTOR shall be responsible for the billing and collection of payments for Special Collection Services. Rates for Special Collection Services are set in Exhibit 5 for the term of the Agreement and are not subject to annual rate increases.

Special Collection Services for current and future TOWN facilities shall be provided at the request of the TOWN and at the expense of the CONTRACTOR.

6.3 CHANGE IN BILLING PRACTICES; DISPOSAL FEES

6.3.1 The TOWN reserves the right at any time to change billing and collections responsibilities for Residential and Commercial accounts. To the extent that TOWN elects to assume billing and collections responsibilities for Residential and or Commercial accounts, the CONTRACTOR will compensate TOWN for providing such service in the form of a monthly administrative fee equal to ten percent (10%) of the Collection element of the Rates shown in the then current Collection Rates.

6.3.2 The TOWN reserves the right at any time to elect to pay Disposal Charges directly for Solid Waste disposed through Cart Service, Dumpster Service, or both. Upon written notice to the Contractor of the Town's intent to pay for Disposal Charges for a particular class of Customer and on the date set forth in the notice, the CONTRACTOR shall be responsible for reimbursement to the Town as set forth below.

6.3.2.1 Cart Service. CONTRACTOR shall submit to TOWN all revenues collected from the Disposal Fee component of the Collection Rates within thirty days of collection.

6.3.2.2 Dumpster Service. Since there is no Disposal Fee component in the Dumpster Collection Rate, the amount submitted to TOWN shall be calculated based on the percentage of the Disposal Charge to the total Collection Rate for the previous twelve months.

6.4 APPROVED COLLECTION RATES

The rates shown in the Collection Rate Exhibits shall apply to all Residential Service Units and Commercial Service Units within the corporate limits of the TOWN.

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6.5 FRANCHISE FEES AND ADMINISTRATIVE FEE

6.5.1 In consideration of the privilege granted to the CONTRACTOR to use and occupy the streets, alleys, bridges, easements, and other public places of the TOWN, pursuant to this Agreement and the right to charge the fees set forth herein, the CONTRACTOR shall pay to the TOWN a Franchise Fee for all services CONTRACTOR provides under this Agreement within the TOWN'S municipal corporate limits. Franchise Fees for Residential Collection Services shall be established equal to three point seventy six percent (3.76%) of gross revenues. Franchise Fees for Commercial Collection Services shall be established at ten percent (10%) of gross revenues. CONTRACTOR shall submit payment to the TOWN monthly for the duration of this Agreement, as amended from time to time. Franchise fees are included in the Collection Rates set forth in the Exhibits but CONTRACTOR may show the Franchise Fee separately on the Customer's bill.

6.5.1.1 CONTRACTOR shall submit to the TOWN on a monthly basis, the payment of the Franchise Fee and a financial statement setting forth the computation of Gross Revenues used to calculate the Franchise Fee for the preceding month and a detailed explanation of the method of computation that is acceptable to the TOWN Finance Director. The CONTRACTOR'S chief Financial Officer or designee shall certify the statement financial. The CONTRACTOR will bear the cost of the preparation of such financial statements.

6.5.1.2 Subject to applicable law, the acceptance by the TOWN of any Franchise Fee payment shall not be construed, as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the TOWN may have for additional sums payable. The Franchise Fee payment is not a payment in lieu of any other tax, fee, or assessment.

6.5.2 In addition to the Franchise Fee provided for in Section 6.5.1, an Administrative Fee equal to three point seventy six percent (3.76%) of the gross revenue, excluding Franchise Fees, from single family/duplex residential collection services shall be paid TOWN at the time of collection. Example: A single family accounts pay \$15 per month plus \$0.56 in Franchise Fees for a total of \$15.56. The Administrative Fee is calculated on the \$15 and not the on the total of \$15.56. The financial statement required in 6.5.1.1 shall include the documentation necessary to verify the Administrative Fee payment.

6.6 ADDITIONAL SERVICES

6.6.1 As determined by the Town Commission, the TOWN may provide additional Solid Waste services such as, but not limited to, recycling incentive programs and related education services. At the TOWN's option, it may increase the monthly Collection Rate for various classes of Customers to fund these additional services. For as long as CONTRACTOR does the Solid Waste billing, upon receipt, CONTRACTOR shall pay to the TOWN at the end of each month, the increased amount collected for these additional services.

6.6.2 Upon request by TOWN, CONTRACTOR shall provide once per month electronic waste collection from residents at no additional cost to TOWN or residents.

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6.7 RECYCLING REVENUES

The TOWN shall retain all sums received from the sale of Recyclable Materials as a result of the CONTRACTOR'S provision of Recycling services for all Residential Service Units, Community Events, and TOWN facilities. CONTRACTOR shall take all steps necessary to ensure that payments from the Designated Recycling Facility resulting from the sale of Recyclable Materials are paid directly to the TOWN and not the CONTRACTOR. The CONTRACTOR shall maintain proper and accurate records to reflect the weight, by sort category, of the Recyclable Materials recovered each month, including copies of receipts from the Designated Recycling Facility.

6.8 CHANGES TO EXHIBITS TO REFLECT CHANGES IN RATES

The Collection Rates provided herein are subject to change as set forth below. The Exhibits to this Agreement stating the rates to be charged hereunder shall be amended to reflect changes in the Disposal Charge and in the Consumer Price Index, as provided in this Section. The amended Exhibits shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement.

6.8.1 DISPOSAL FEE ADJUSTMENT

Upon the written request of either the CONTRACTOR or TOWN, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for a Disposal Fee adjustment, the Disposal Fee component of the Monthly Collection Rate (as set forth in the Exhibits to this Agreement) shall be adjusted, on the first of the month closest to the effective date of such change in Disposal Rate(s) or 60-days of after the request, whichever is later. The change shall reflect the percentage change (either an increase or decrease) in the Disposal Rate. If a proposed change in the Disposal component is approved by the Town Manager, then such change shall be reflected on an amended exhibit as set forth in this subsection.

6.8.2 CPI INCREASE.

Upon the written request of either the CONTRACTOR or TOWN, and once documentation demonstrating the basis for a CPI adjustment has been submitted acceptable to the Town Manager, the Collection component of the monthly collection rate shall be adjusted, effective October 1 of each year, or 60-days after the request, whichever is later, to account for the change in the annual Consumer Price Index, from the previous period from June 1 to May 31 prior to the October 1 adjustment date, based on the All Urban Consumers, Miami/Fort Lauderdale Region. No CPI adjustment shall be greater than five percent (5%). When the proposed change in the Collection component is approved by the Town Manager, the appropriate Exhibit to this Agreement shall be amended as provided for in this subsection.

SECTION 7: SERVICES TO TOWN

7.1 TOWN FACILITIES AND PROPERTY

The CONTRACTOR shall provide Solid Waste Collection, Bulk Waste Collection, Roll-Off Collection and Recycling Collection and disposal to all current and future TOWN owned and/or operated facilities and property, or project sites without charge to the TOWN. Containers,

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Dumpsters, and Roll-Offs shall be furnished and maintained by the CONTRACTOR at no charge to the TOWN. The size of the Containers, Dumpsters, and Roll-Offs and the frequency of pick-up service for said facilities shall be at such intervals as determined by the TOWN.

7.2 TOWN SPONSORED SPECIAL EVENTS

The CONTRACTOR shall provide Solid Waste and Recycling Containers, portable toilets and/or Roll-offs, as well as Collection of receptacles, for up to a maximum of twelve (12) Town Sponsored Special Events per year for the term of the Agreement at no cost to the TOWN or Special Event co-sponsors. The CONTRACTOR shall remove said receptacles on an on-call basis. The TOWN shall determine the size and number of said receptacles to be provided by the CONTRACTOR. The CONTRACTOR shall be responsible for the expenses of Containers, portable toilets and/or Roll-offs rental and maintenance, Collection, Disposal Charges, and all other related expenses incurred for the Town Sponsored Special Events.

7.3 TOWN DEDICATED TRUCK

The CONTRACTOR shall maintain a dedicated truck for Town solid waste collection and residential recycling collection. In the event the truck dedicated for Town solid waste collection and residential recycling collection breaks down, the CONTRACTOR shall immediately provide another collection truck from its fleet to be dedicated for Town solid waste collection and residential recycling collection.

SECTION 8: EMERGENCY SERVICE PROVISIONS

8.1 SUSPENSION OF COLLECTION SERVICES

In an emergency event such as a hurricane, tornado, major storm, natural or manmade disaster, or other such event, the TOWN may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the TOWN when it is anticipated that normal routes and schedules can be resumed.

8.2 EMERGENCY EVENTS CLEAN-UP

The clean-up from emergency events is not exclusive to this Agreement. The TOWN reserves the right to select the CONTRACTOR and/or another agency and/or company to perform the clean-up from emergency event(s). The CONTRACTOR shall, by request of the TOWN, work jointly with other agencies and/or companies during emergency events. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours, and other documented expenses.

8.3 EMERGENCY PREPAREDNESS PLAN AND SERVICE RATES

In the event that the CONTRACTOR wants to propose changes in CONTRACTORS' Emergency Preparedness Plan (**Exhibit 6**), CONTRACTOR shall submit such changes to the TOWN by April 15th of any year, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for the changes, the changes shall normally be effective the following October 1st unless an earlier date is approved by the Town Manager. The rates and fee schedule in

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the Plan must be reasonable and within market rates. In no event shall the rates change by more than the CPI adjustment provided for in Section 6.8.

The CONTRACTOR shall perform debris removal services when requested by the TOWN. The CONTRACTOR shall begin to assist the TOWN to clear roads and remove storm debris with heavy equipment within twenty-four (24) hours after the event passes if provided written authorization and direction from the Town Manager or designee. The CONTRACTOR shall begin a significant effort to remove vegetative and construction and demolition materials debris within seventy-two (72) hours after the event passes, provided the CONTRACTOR has received written authorization and approval from the Town Manager or designee. The equipment and manpower resources and other particulars will be identified in the Emergency Preparedness Plan. CONTRACTOR shall be responsible for the preparation of all documents and forms and support information required by Federal Emergency Management Agency (**FEMA**). The CONTRACTOR within the time limits established by FEMA for such filings shall submit such documents, forms and information to the TOWN. CONTRACTOR shall refund to TOWN any payment to CONTRACTOR that is otherwise qualified for reimbursement but is rejected by FEMA due to the CONTRACTOR provided documentation.

8.4 CHANGES TO EXHIBITS TO REFLECT CHANGES IN RATES

The Emergency Service Rates provided herein are subject to change as set forth above. The Exhibit to this Agreement stating the rates shall be amended to reflect changes as provided in this Section. The amended Exhibit shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement.

SECTION 9: CONTRACTOR'S RELATION TO TOWN

9.1 CONTRACTOR REPRESENTATIVE; FIELD SUPERVISORS; AVAILABILITY

The CONTRACTOR shall cooperate with the TOWN in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. As such, the CONTRACTOR shall have a competent and reliable representative on duty that is authorized to receive orders and to act on CONTRACTOR'S behalf. The CONTRACTOR agrees that the TOWN shall have twenty-four (24) hour access to said representative. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR'S said representative(s) shall not meet the requirements of this Section. Additionally, CONTRACTOR agrees to designate one Field Supervisor, who shall oversee the Collection Service provided under this Agreement, including driving through the Town routes and addressing and correcting any issues that may arise. One Field Supervisor will be dedicated to oversee residential and commercial container services related to residential, multifamily complexes and businesses. The Field Supervisor shall have immediate access to an automobile or truck between 6:00 a.m. and 7:00 p.m., every day. At all times during the term of this Agreement, the Town designated personnel shall have immediate access to the Field Supervisor by telephone and electronic mail.

9.2 INDEPENDENT CONTRACTOR

It is expressly agreed and understood that CONTRACTOR is in all respects an independent CONTRACTOR as to the work. Even though in certain respects, CONTRACTOR may be required

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to follow the direction of the Town Manager or the TOWN'S designated representative, the CONTRACTOR is in no respect an agent, servant, or employee of the TOWN.

9.3 SUPERVISION OF AGREEMENT PERFORMANCE

The Town Manager, or the TOWN'S designated representative, is hereby designated as the public official responsible for the administration of this Agreement by the TOWN, and, in such capacity, they are charged with the overall, general supervision of CONTRACTOR'S performance hereunder. CONTRACTOR shall diligently work with the Town Manager or the TOWN'S designated representative, to formulate and to adopt guidelines and procedures to facilitate the supervision and review of its performance.

9.4 WEIGHT TICKETS

The CONTRACTOR shall retain the weight ticket from the Designated Disposal Facility for the Collection of Solid Waste, Bulk Waste, or other materials from Residential Service Units or Commercial Service Units delivered from the TOWN and the weight tickets from the Designated Recycling Facility for the Recyclable Materials delivered from the TOWN for review by the TOWN upon reasonable notice according to the requirements of Sec. 9.6. Said data shall be reviewed at CONTRACTOR'S offices. If the CONTRACTOR fails to provide the above data or additional data requested by the TOWN, the TOWN reserves the right to impose a penalty or withhold payment for services as provided in the Agreement or to terminate this Agreement.

9.5 REPORTS

- 9.5.1 **Monthly Complaints and Missed Collection.** CONTRACTOR shall maintain an accurate and up-to-date log of date, time, and address of all complaints received and missed Collections, the disposition thereof, actions taken to resolve the complaints or missed Collections, and the date and time the complaints or missed Collections were resolved. The CONTRACTOR shall provide the complaint log to the TOWN in the form of a monthly report in Microsoft Excel or an alternative computer program selected by the TOWN, no later than the fifteenth (15th) day of each month, or upon request by the TOWN.
- 9.5.2 The TOWN reserves the right to correct a complaint if the complaint is not corrected within twenty-four (24) hours of notification to the CONTRACTOR. The TOWN reserves the right to impose a penalty in these cases. If the CONTRACTOR fails to provide the above data, or additional data requested by the TOWN, the TOWN reserves the right to withhold payment for services or impose the penalty provided in Sections 11.
- 9.5.3 The CONTRACTOR shall provide TOWN a semi-annual fiscal year reports (submitted by April 30) and an annual report (submitted by October 31st) that includes, but not limited to, tonnage collected per week by Customer type for the different types of services provided and the number of accounts by type.
- 9.5.4 TOWN may require other reports that may be reasonably necessary for the management of the TOWN Solid Waste system.

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9.6 RECORDS, AUDIT AND INSPECTION OF WORK RIGHTS

The CONTRACTOR shall keep books and records utilizing a computerized record-keeping program and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to services provided and fees charged pursuant to this Agreement. Such records shall include complete and legible daily attendance and enrollment records.

Upon providing reasonable notice, such books and records will be available at all reasonable times for examination and audit by the TOWN and its representatives, and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records may be grounds for disallowance by the TOWN of any fees or expenses based upon such entries.

9.7 FACILITY INSPECTION RIGHTS

The TOWN may, at reasonable times during the term hereof, inspect the CONTRACTOR'S facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by the CONTRACTOR under this Agreement conform to the terms hereof and/or the terms of the solicitation documents, if applicable. The CONTRACTOR shall make available to the TOWN all facilities and assistance to facilitate the performance of inspections by the TOWN'S representatives.

9.8 LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO UNUSUAL CIRCUMSTANCES

It is expressly agreed that in no event shall the TOWN be liable or responsible to the CONTRACTOR, or to any other person, on account of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the TOWN or the CONTRACTOR, or on account of any delay from any cause over which the TOWN has no control. The CONTRACTOR shall not be responsible for delays or non-performance of the terms and provisions of this Agreement where such delays or non-performance are caused by events or circumstances beyond the control of the CONTRACTOR. The CONTRACTOR shall not be entitled to compensation for such period of time as the delay or non-performance shall continue, but will be entitled to pro-rata compensation once said work has been completed. In the event of a strike of the employees of CONTRACTOR, or any other similar labor dispute which makes performance of this Agreement by the CONTRACTOR substantially impossible, CONTRACTOR agrees that the TOWN shall have the right to call the bond hereinafter described within one (1) week of such action and engage another person, firm, town attorney or corporation to provide necessary services with the bond proceeds applied to pay any difference between the Agreement price in effect and the costs charged by the successor company. In the event the bond is called, the TOWN will first call and use the cash/surety bond posted by the CONTRACTOR.

9.9 BREACH OF AGREEMENT

If, in the opinion of the Town Manager, or the designated TOWN representative, there has been a material breach of Agreement, the Town Manager, or designated TOWN representative, shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. If, within a period of ten (10) calendar days from the date of CONTRACTOR'S receipt of the notice, the CONTRACTOR has not eliminated or otherwise cured the conditions considered to be a breach of Agreement, the Town Manager shall so notify

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the Town Commission in writing, and a public hearing shall be set for a date within fifteen (15) calendar days of such notice to the Town Commission. On the date of the hearing, the Town Commission shall hear from the CONTRACTOR and the Town Commission shall make a final determination as to whether or not there has been a breach of Agreement and direct what further action shall be taken by the TOWN, as hereinafter provided. Pending resolution of the alleged breach, the provisions of Section 20 shall govern the CONTRACTOR.

9.10 TERMINATION

If the CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, for any cause not excused as provided herein, and the Town Commission makes a final determination that a breach has occurred, and if the CONTRACTOR fails to cure such default within five (5) Business Days after the receipt of such notice from the Town Commission, the TOWN may thereupon, by action of the Town Commission, declare the Agreement terminated and in default. Upon such declaration of cancellation or breach, the TOWN may take over the work or any portion thereof or engage another firm to take over the work or any portion thereof. The CONTRACTOR shall pay the TOWN for any payments due for services rendered by the CONTRACTOR prior to termination of the Agreement. Such cancellation of the Agreement shall not relieve the CONTRACTOR or the cash/surety of liability for failure to faithfully perform this Agreement, and, in case the expense incurred by the TOWN in performing or causing to be performed the work and services provided for in said Agreement shall exceed the sum which would have been payable under this Agreement, then the CONTRACTOR, and the cash/surety, to the extent of its obligation, shall be liable to the TOWN in the amount of any such expenses in excess of the Agreement price. The TOWN may apply the cash bond in its possession toward any and all damages incurred as a direct or indirect result of failure by the CONTRACTOR to properly perform its obligations under this Agreement and it may look to the cash/surety, the CONTRACTOR and any guarantor for additional damages. The CONTRACTOR'S cash/surety or security will not be released until such time as the term of this Agreement otherwise expires.

9.11 DELINQUENT PAYMENTS

The TOWN is entitled to a late fee for any payment due the TOWN that is delinquent more than 10-calendar days. The late fee shall be charged at the rate of .0005 per day for each calendar day the payment is delayed up to the day the payment is postmarked (example: \$10,000 payment X .0005 = \$5.00 per day late fee.)

SECTION 10: CUSTOMER RELATIONS

10.1 CUSTOMER OFFICE HOURS

The CONTRACTOR shall take all reasonable steps and do all things necessary to ensure good and harmonious Customer relations in the TOWN. The CONTRACTOR agrees that it shall have telephone service via a non-toll call from the TOWN. The non-toll telephone service shall be listed in the name in which the company is doing business as the CONTRACTOR. The CONTRACTOR'S employee(s), whom shall be familiar with the TOWN, shall staff the telephone service from 7:00 a.m., local time, till 5:00 p.m., local time, Monday through Friday and Saturday from 7 a.m. until 12:00 p.m., and Saturday Emergency Contact from 12:00 p.m. to 6:00 p.m. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR'S employee(s) shall not meet the requirements of this Section.

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10.2 MISSED COLLECTIONS

If the Collection of any Residential Service Unit or Commercial Service Unit is missed during the regular route Collection, the CONTRACTOR shall ensure that the missed Collection shall be picked up on the same day if CONTRACTOR becomes aware of the missed collection or if notification was received by the CONTRACTOR before 12:00 p.m., local time, otherwise the missed Collection shall be picked up before 12:00 p.m., local time, on the next Work Day.

Any deviation from the requirements of this provision must be approved by the Town Manager, or the TOWN'S designated representative. If the CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Agreement, the TOWN reserves the right to ensure that the Collection is made, either with its own workforce or an outside source, and to charge all costs, plus reasonable overhead, to the CONTRACTOR in the manner deemed to be in the best interest of the TOWN. Such a manner may include, but is not limited to, withholding the amount of the costs, plus reasonable overhead, from any monies owed to the CONTRACTOR.

The CONTRACTOR shall not be required to collect Solid Waste or Bulk Waste material from curbside that is non-conforming; however, in each such case, the CONTRACTOR shall notify each resident by using a Non-Collection Notice which can be a sticker, tag, or door hanger, in a form approved by the TOWN, notifying the resident of the problem and how the Customer needs to correct the problem. The CONTRACTOR shall then notify the TOWN of the location every time a non-conforming location is noticed.

10.3 SPILLAGE AND LITTER

The CONTRACTOR shall not be responsible for cleaning up sanitary conditions around Containers, or Roll-off Containers caused by the carelessness of the Customer; however, the CONTRACTOR shall clean up any, and all, Solid Waste, Bulk Waste, Recyclable Materials, or other refuse materials including leakage of fluids spilled from Containers, Dumpsters, Roll-off Containers, Recycling Bins, Recycling Containers, and Collection vehicles by the CONTRACTOR, CONTRACTOR'S vehicles, or the CONTRACTOR'S employees. During transport, all Solid Waste, Bulk Waste, and Recyclable Materials shall be contained, covered, or enclosed so that leaking, spilling, and blowing of the Solid Waste, Bulk Waste, and Recyclable Materials is prevented. The CONTRACTOR shall be responsible for the cleanup of any spillage or leakage caused by the CONTRACTOR, CONTRACTOR'S vehicles, or the CONTRACTOR'S employees. Said cleanup shall be completed at the CONTRACTOR(s) expense within four (4) hours of CONTRACTOR becoming aware of the spillage or leakage.

SECTION 11: PENALTIES

Based upon an investigation, the Town Manager shall determine whether penalties shall be assessed against the CONTRACTOR for failure to comply with provisions described in the Agreement. Factors to be considered include, but are not limited to, acts of God, repeated occurrences of similar types, witnesses, and documentation of the incident. The Town Manager, in consultation with the Town Attorney, shall make the determination as to when repeated occurrences of failure to comply with the provisions of the Agreement arise to a material breach of the Agreement pursuant to section 9.9.

The CONTRACTOR shall have five (5) Calendar Days from the date of the written notice to CONTRACTOR to file a written letter of protest with the Town Manager. If the protest is filed within five

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(5) Calendar Days excluding Saturday and Sunday, the Town Manager, or individuals appointed by the Town Manager, shall conduct a formal review of each filed protest. The determination of the Town Manager and/or her designated representative shall be final.

Failure by the CONTRACTOR to remedy the cause of any complaint within the time indicated, failure to comply with Agreement provisions, or performance failures shall result in the Town Manager imposing penalties, or any other legal means available. Verified complaints of sloppy service provided by CONTRACTOR, including, but not limited to Solid Waste, Bulk Waste, and Recyclable Materials being left in the roadway or Carts not being returned to the point of Collection shall be resolved by the CONTRACTOR on the day of the verified complaint. Penalties are as set forth below:

- 11.1 **Spillage and Litter** – Failure to clean up spilled material from loading and/or transporting. Each failure shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00).
- 11.2 **Collection Misses** – Failure or neglect to collect properly prepared Solid Waste, Yard Waste, Bulk Waste, or properly prepared Recyclable Materials from any Customer on the regular scheduled Collection day. Each failure shall result in the imposition of a One Hundred Dollar (\$100.00) penalty. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) each day.
- 11.3 **Route Completion** – Failure or neglect to complete each route (including missing whole streets) on the regularly scheduled Collection day according to the time schedule in Sections 5.1 or 5.2. Each failure shall result in the imposition of a Five Hundred Dollar (\$500.00) penalty each day, in addition to the penalty assessed for the individual Collection misses. An extension of time authorized by the TOWN pursuant to Section 5.3 shall not be considered a failure to complete a route.
- 11.4 **Mixing Materials** – Mixing Recyclables with Solid Waste, or any other material intended to be collected separately, during Collection shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00) for each instance.
- 11.5 **Mixing Commercial and Residential Program Recyclables** – Mixing Commercial Program Recyclables and Residential Program Recyclables during Collection shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00).
- 11.6 **Customer Complaints other than Collection Misses** – Failure to resolve complaints other than Collection misses within the time provided in the Agreement or for all other complaints within five (5) Work Days from the day of notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each instance and \$10 per day starting on the sixth (6th) day.
- 11.7 **Disposing at Non-Designated Disposal Facility** – Failure to dispose of Solid Waste, Yard Waste, Bulk Trash or Recyclable Materials collected in the TOWN as required by Section 3.5 of this Agreement or as directed by TOWN shall result in the imposition of a Two Thousand Dollar (\$2,000.00) penalty for each instance; each instance shall mean each day of collected Waste or Recyclable Materials that is not disposed of pursuant to Section 3.5 or as directed by TOWN.
- 11.8 **Chronic Complaint Problems** – Failure or neglect to correct chronic problems (chronic shall mean three (3) or more similar verifiable complaints within a rolling twelve (12) month period) in any category of service shall result in the imposition of a Two Hundred Fifty Dollars

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(\$250.00) penalty for each occurrence after the third verifiable complaint. Each day that a chronic problem is not corrected is considered to be a new occurrence.

- 11.9 **Chronic Equipment Problems** – Failure or neglect to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem within a rolling twelve (12) month period) shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each occurrence after the third occurrence. Each day of a chronic equipment problem is considered an occurrence.
- 11.11 **Miscellaneous Deficiencies and Infractions** – A penalty in the amount of One Hundred Dollars (\$100.00) may be levied by the Town Manager for the following deficiencies and infractions: failure to maintain equipment in a clean, safe, and sanitary manner; failure to have vehicle operators properly licensed; failure to maintain office hours as identified in the Agreement; failure to properly cover materials in Collection Vehicles; and failure to comply with the hours of operation as identified in the Agreement.
- 11.12 **CONTRACTOR Reports** – Failure to provide the reports required by the Agreement as provided in Section 9 subsequent to the Transition Period. For each day of delay, a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) shall be assessed. In addition, the TOWN shall withhold payment for services until receipt of reports.
- 11.14 **Post Disaster/Storm Cleanup** – Unless waived by the TOWN MANAGER, failure of the CONTRACTOR to begin a good faith effort to remove vegetative materials and construction and demolition debris within twenty-four (24) hours after the storm event passes and failure to begin a significant effort to remove vegetative materials and construction and demolition debris within seventy-two (72) hours after the storm event, provided the CONTRACTOR has first secured written authorization and approval from the Town Manager. A penalty in the amount of Five Thousand Dollars (\$5,000.00) will be assessed each day for each infraction.

SECTION 12: RESERVED

SECTION 13: PERFORMANCE BOND AND CORPORATE GUARANTY

- 13.1 The CONTRACTOR shall furnish at its own cost, to the TOWN, an irrevocable Performance Bond, in form and content approved by the TOWN Attorney for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of One Million Dollars (\$1,000,000.00)

Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed twenty percent (20%) of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Agreement, and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the TOWN and upon agreement of the TOWN.

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Maintenance of said bond and the performance by the CONTRACTOR of all of the obligations under this paragraph shall not relieve the CONTRACTOR of liability under the default provisions set forth in this Agreement or from any other liability as a result of any material breach hereunder. The Performance Bond may be "called" in the event of any default hereunder by the CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to the TOWN against the CONTRACTOR for breach, default, or damages hereunder.

The TOWN reserves the right to increase the Performance Bond amount in the event of a change in the Designated Disposal Facility or due to the duration of the renewal periods.

- 13.2** The CONTRACTOR shall cause to be obtained a corporate guaranty of PARENT COMPANY ("Guarantor"), whereby the Guarantor shall guarantee all of the obligations of the CONTRACTOR under this Agreement. The guarantee shall be in a form and content approved by the TOWN Attorney.

SECTION 14: EQUIPMENT AND PERSONNEL

14.1 VEHICLES AND COLLECTION EQUIPMENT

The CONTRACTOR shall provide and maintain and have available at all times the necessary amount of Collection trucks and equipment to perform the work as specified herein. During severe storms and emergencies, the CONTRACTOR shall have sufficient vehicles, personnel, containers, etc. in order to meet the needs of the TOWN.

14.2 EQUIPMENT IN GOOD REPAIR

The CONTRACTOR shall use Collection vehicles within the TOWN that are professionally painted, with bodies that are watertight to a depth of not less than eighteen inches (18"), with solid sides, without body damage, solid tires as approved by the Florida Department of Transportation. The average age of the CONTRACTOR'S Collection vehicles that are used within the TOWN shall not exceed four (4) years, with no vehicle over seven (7) years. All vehicles shall be equipped with operational radio transceiver capable of communicating with the CONTRACTOR'S dispatch from anywhere in the TOWN and cell phone. Each collection truck shall be equipped with a video recording system capable of recording vehicle speed, driver behaviors, accidents and collection of containers. Video recording shall be kept for at least 48 hours and made available to the TOWN upon its request. The CONTRACTOR shall provide sufficient equipment, in proper operating condition so regular schedules and routes of Collection can be maintained. The CONTRACTOR shall perform a routine inspection during the service day to ensure hydraulic and other fluids are not leaking and staining TOWN streets. Equipment is to be maintained in reasonable, safe, working condition. CONTRACTOR shall make available an annual maintenance plan of the equipment for approval by the TOWN.

Collection vehicles shall be painted with the company color scheme, with the name of the CONTRACTOR and the number of the vehicle printed in letters not less than four inches (4") high, on each side of the vehicle, and vehicles shall be numbered, and a record kept of the vehicle to which each number is assigned.

No advertising shall be permitted on Vehicles, Containers, or Roll-offs or any other equipment servicing the TOWN. The CONTRACTOR is required to keep Collection vehicles and Dumpsters

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cleaned and painted to present a pleasing appearance. The CONTRACTOR shall make available for approval by the TOWN a schedule showing the frequency of the cleaning and painting of the vehicles, the age, and miles of the vehicle.

Each non-packer Collection vehicle shall be equipped with a cover, which may be net with mesh, or tarpaulin, or fully enclosed top. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Facility, or when parked, if the contents are likely to be scattered if not covered.

Collection vehicles shall not be overloaded so as to scatter collected material, however, if material is scattered from the CONTRACTOR'S Collection vehicle for any reason, it shall be picked up immediately. Each Collection vehicle shall have a fork, shovel, and broom for this purpose. The CONTRACTOR'S Collection vehicles are not to interfere unduly with vehicular or pedestrian traffic and are not to be left unattended, and shall move with the traffic flow.

14.3 CONTRACTOR'S PERSONNEL

The CONTRACTOR shall assign a qualified person to be the Route Superintendent in charge of its operations within the TOWN, and shall give the name or names of the CONTRACTOR'S representatives to the TOWN. The CONTRACTOR shall also provide information regarding the experience of the CONTRACTOR'S representatives. The CONTRACTOR shall adhere to the following requirements:

- 14.3.1 Each driver shall, at all times, carry a valid Florida driver's license for the type of vehicle they are driving.
- 14.3.2 All employees and subcontractors of the CONTRACTOR shall be considered to be, at all times, the sole employees or subcontractors of the CONTRACTOR under its sole discretion and not an employee, subcontractor, or agent of the TOWN. The CONTRACTOR shall supply competent and physically capable employees and subcontractors. The TOWN may require the CONTRACTOR to remove any employee or subcontractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the TOWN.
- 14.3.3. The direction and supervision of Collection and disposal and salvage recycling operations shall be by competent, qualified, and sober personnel, and the CONTRACTOR shall devote sufficient personnel, time, and attention to the direction of the operation to assure performance satisfactory to the TOWN. All employees, subcontractors, superintendents, and workmen employed by the CONTRACTOR shall be careful and competent. The CONTRACTOR shall also provide uniforms that are clearly identified with the company name. Employees and subcontractors of the CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T-shirt with the CONTRACTOR'S company name or logo, and appropriate footwear.
- 14.3.4. All employees or subcontractors used by the CONTRACTOR during the term of the Agreement shall be of a standing or affiliation that will permit the CONTRACTOR'S performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employee or subcontractor cause any disturbance, interference or delay to any work or service rendered to the TOWN or by the TOWN. In no case or in any circumstances will the employee or subcontractor conduct himself/herself negligently, disorderly, or dishonestly in the due and proper performance of the employee's duties. The

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CONTRACTOR shall see to it that his employees and subcontractors serve the public in a courteous, helpful, and impartial manner.

- 14.3.5. The CONTRACTOR'S employees shall follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. Anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by CONTRACTOR.
- 14.3.6 In the event that the Town Manager becomes dissatisfied with the performance of any CONTRACTOR'S personnel, which includes employees, independent contractors, or subcontractors, performing services under this Agreement for any reason, the Town Manager shall provide written notification to CONTRACTOR. Upon receipt of such notification, CONTRACTOR shall transfer such person out of TOWN service at the earliest practical date, which shall not exceed fourteen (14) days from the receipt of the notice. TOWN retains the right to immediately request a transfer if, in the sole opinion of the Town Manager, the immediate transfer is in the best interest of the Town.
- 14.3.7 **Assignment and Subcontracting.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, without the consent of TOWN, which consent may be withheld or conditioned in the sole and absolute discretion of TOWN. In addition, CONTRACTOR shall not subcontract any portion of the services required by this Agreement without the prior approval of the Town Manager, which shall be in her sole and absolute discretion, except as documented in the CONTRACTOR'S Proposal.

SECTION 15: WORKING CONDITIONS

15.1 COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS

The CONTRACTOR shall comply with all applicable County, State, and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or thereafter in effect.

15.2 EEO STATEMENT

The CONTRACTOR agrees that it will not knowingly violate any applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

15.3 AMERICANS WITH DISABILITIES ACT COMPLIANCE

The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act, as amended from time to time.

15.4 FAIR LABOR STANDARDS ACT

The CONTRACTOR is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

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SECTION 16: INSURANCE

Throughout the term of this Agreement, CONTRACTOR shall maintain insurance in the type and amounts and pursuant to the requirements set forth below. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of A-, in accordance with the latest edition of A.M. Best's Insurance Guide. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance.

The insurance coverage shall include a minimum of:

- 16.1 Worker's Compensation And Employer's Liability Insurance:** Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:
- (a) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident, Part A.
 - (b) Employers' Liability with a limit of One Million Dollars (\$1,000,000.00), Part B.
- 16.2 Comprehensive General Liability.** Comprehensive General Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with respect to CONTRACTOR. CONTRACTOR shall provide Ten Million Dollar (\$10,000,000.00) annual aggregate Comprehensive General Liability coverage. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- (a) Premises and/or Operations;
 - (b) Independent Contractors;
 - (c) Products and/or Completed Operations;
 - (d) Explosion, Collapse, and Underground Coverages;
 - (e) Broad Form Property Damage;
 - (f) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement;
 - (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability; and
 - (h) TOWN and CONTRACTOR are to be expressly included as "Additional Insured" with respect to liability arising out of operations performed for TOWN and CONTRACTOR by or on behalf of CONTRACTOR and Emergency Service Provisions Subcontractors or acts or omissions of owner or CONTRACTOR in connection with general supervision of such operation.
- 16.3 Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operations with

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respect to onsite and offsite operations. Insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Owned Vehicles; and
- (b) Hired and Non-Owned Vehicles.

16.4 Umbrella Liability, general aggregate of Ten Million Dollars (\$10,000,000.00).

16.5 Certificates of Insurance: Prior to commencement of any services hereunder, CONTRACTOR shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically name the TOWN as additional insured with respect to all required liability policies. The TOWN reserves the right to require the CONTRACTOR to provide endorsements, upon written request by the TOWN. If a policy is due to expire prior to the completion of the services hereunder, renewal Certificates of Insurance or policies shall be furnished prior to the date of their policy expiration.

Each policy shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CONTRACTOR and the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the TOWN Manager.

CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager.

All required insurance shall be evidenced by valid and enforceable policies issued by a company licensed to do business in the State of Florida and otherwise acceptable to the TOWN. The CONTRACTOR shall not cancel (or permit any lapse under) any policy of required insurance.

Each policy of required insurance shall:

- (i) contain the agreement of the insurer that the insurer shall not cancel or materially alter the same without thirty (30) calendar days prior written notice to TOWN except in the case of non-payment by the CONTRACTOR for which ten (10) calendar days' prior written notice will be provided to TOWN;
- (ii) provide for third party vicarious liability;
- (iii) delete the insured versus insured exclusion with respect to claims brought by the TOWN; and,
- (iv) be effective for a period from the date of this Agreement through at least one (1) year after completion of the Work provided hereunder, except for professional liability insurance which shall be effective for a period from the date of this Agreement through at least five (5) years after completion of the work provided hereunder.

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The minimum coverages and time periods specified above are not intended, and shall not be construed, to limit any liability of the CONTRACTOR to TOWN under this Agreement. Neither party shall be liable to the other for loss or damage covered by insurance to the extent that insurance proceeds are actually available with respect to such loss or damage and to the extent that the applicable policies of such insurance include the waiver or subrogation (which the parties shall obtain if available without additional premium). CONTRACTOR is responsible for the payment of all deductibles in connection with any claims made under the insurance policies required by this Agreement. The cost of deductibles paid by CONTRACTOR shall be included in the cost of the service.

SECTION 17: PROPERTY DAMAGE

The CONTRACTOR shall be responsible for the repair, or replacement, if repair is not adequate, of any damages to public or private property during the provision of Collection service and caused by the CONTRACTOR or the CONTRACTOR'S representative.

SECTION 18: INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the TOWN and its officials, employees, and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees), or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property, or any such other claims arising out of, resulting from, or in connection with **(i)** the performance or non-performance of the services contemplated by this Agreement which is, or is alleged to be, directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the CONTRACTOR or its employees, agents or subcontractors (collectively referred to as "CONTRACTOR"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default, or negligence (whether active or passive) of the Indemnities, or any of them or **(ii)** the failure of the CONTRACTOR to comply with any of the paragraphs herein or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, Federal or State, in connection with the performance of this Agreement. The CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, including any of them, from and against all liabilities which may be asserted by an employee or former employee of the CONTRACTOR, or any of its subcontractors, as provided above, for which the CONTRACTOR'S liability to such employee would otherwise be limited to payments under state Worker's Compensation or similar laws. 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.

SECTION 19: ASSIGNMENT OF AGREEMENT; NON- TRANSFERABILITY

- 19.1** This Agreement, or any portion or interest herein, shall not, under any circumstances, be sublet, assigned, transferred, or otherwise encumbered by CONTRACTOR without the advance express, written consent of the TOWN, which may or may not be granted at the sole discretion of the TOWN.
- 19.2** In the event that the CONTRACTOR sells or otherwise disposes of any assets during the term of this Agreement, or CONTRACTOR is purchased by, or merged with, another corporate entity, it

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shall provide written notice of such to the TOWN. The TOWN has the sole discretion to determine whether the CONTRACTOR'S ability to perform its obligations under this Agreement has been affected or impaired by such sale or disposition of assets.

SECTION 20: OPERATIONS DURING DISPUTE

In the event that any dispute, arises between the TOWN and the CONTRACTOR relating to this Agreement performance or compensation hereunder, the CONTRACTOR shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the TOWN, regardless of such dispute.

The CONTRACTOR expressly recognizes the paramount right and duty of the TOWN to provide adequate Collection and disposal services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with the TOWN in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Broward County, Florida in an appropriate suit therefore instituted by it or by the TOWN.

Notwithstanding the other provisions in this Section, the TOWN reserves the right to terminate this Agreement at any time whenever the service provided by the CONTRACTOR fails to meet reasonable standards of the trade, after TOWN provides written notice to the CONTRACTOR pursuant to Section 9 of this Agreement. Upon termination, the TOWN may call the bond and apply the cash and surety bond for the cost of service in excess of that charged to the TOWN by the firm engaged for the balance of the Agreement period.

SECTION 21: ORDINANCE

Nothing contained in any TOWN ordinance hereafter adopted, pertaining to the Collection of Solid Waste or the Collection of Recyclable Materials, shall in anyway be construed to affect, change, modify, or otherwise alter the duties, responsibilities, and operations of the CONTRACTOR in the performance of the terms of this Agreement, unless it is agreed to in writing by both the CONTRACTOR and the TOWN and this Agreement is amended accordingly.

SECTION 22: MODIFICATIONS TO THE CONTRACT

The TOWN shall have the power to make changes in this Agreement as the result of changes in law, Town Code, or both to impose new rules and regulations on the CONTRACTOR under this Agreement relative to the scope and methods of providing Collection Services as shall from time-to-time be necessary and desirable for the public welfare. The TOWN shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations, and obligations, financial or otherwise, of the CONTRACTOR.

The TOWN and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The CONTRACTOR agrees that the terms and provisions of Town Code as it now exists or as it may be

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amended in the future, shall apply to all of the provisions of this Agreement and the Customers of the CONTRACTOR located within the Service Area. In the event any future change in the Town Code materially alters the obligations of the CONTRACTOR, then the Collection charges established in this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event any future change in the Town Code materially alters the obligations of the either party, then this Agreement shall be revised. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event the parties cannot reach agreement to a modification to the contract provided for in this Section, then either party has the right to terminate this Agreement on one hundred and eighty (180) days written notice. This provision shall be liberally interpreted to achieve its expressed intent.

SECTION 23: RIGHT TO REQUIRE PERFORMANCE

The failure of the parties at any time to require performance of any provisions hereof shall in no way affect their rights thereafter to enforce same. No waiver of any breach of any provisions hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 24: LAW GOVERNING

The Agreement shall be governed and enforced pursuant to the laws of the State of Florida. Venue for any litigation shall be commenced in Broward County, Florida.

SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS

The CONTRACTOR hereby agrees to abide by and comply with all applicable Federal, State, County, Special District, and TOWN laws, statutes, codes, rules, and regulations. The CONTRACTOR and its cash/surety shall indemnify, defend, and hold harmless the TOWN, its Town Commissioners, its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders, or decrees, whether by itself or its employees. The CONTRACTOR shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

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SECTION 26: SAVINGS CLAUSE

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 or the TOWN, such provisions, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

SECTION 27: GENERAL

27.1 NO CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant, or lobbyist working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee, agent, consultant, or lobbyist working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

27.2 NO WAIVER

No waiver by the TOWN of any term, covenant, or condition herein contained shall be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The rights and remedies created by this Agreement are cumulative, and are not intended to be exclusive. The use of one remedy under this Agreement shall not be taken to exclude or waive the right or use of another Agreement, and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

SECTION 28: LEGAL REPRESENTATION

It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that an Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

SECTION 29: FORCE MAJEURE

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of either party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, hurricanes, tropical storms and severe weather conditions affecting performance, floods, epidemics, war, riots. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the work as soon as reasonably possible with the normal pursuit of the work.

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The acts or omissions of subcontractors, third-party contractors, materialmen, suppliers or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the force majeure event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 24 hours after such an occurrence. The CONTRACTOR shall use all reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate as to the resumption of work.

SECTION 30: MISCELLANEOUS

30.1 CONFLICT

Neither CONTRACTOR nor its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that 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 TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

CONTRACTOR shall not 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 during the term of this Agreement.

CONTRACTOR agrees that 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.

30.2 MODIFICATION

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and, subject to Section 6.8 and Section 22, it shall not be considered amended, modified, altered, or changed in any respect unless approved by the parties set forth in writing and signed by the parties hereto, subject to the requirements in Ordinance No. 2017-06.

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30.3 TRADE SECRET INFORMATION

Documents, records, routing, charges, and pricing of the CONTRACTOR that the CONTRACTOR advises the TOWN are trade secret information of the CONTRACTOR, are exempt from disclosure pursuant to Section 815.045, Florida Statutes, as may be amended from time to time, unless in the sole opinion and judgment of the Town Attorney such documents and records are not within said statutory exemption.

30.4 NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission and verbal confirmation of receipt of facsimile by the receiving party, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, the CONTRACTOR and the TOWN designate the following as the respective places for giving of notice:

As to TOWN:

Town Manager
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, Florida 33308-3610
Telephone: (954) 640-4200
Facsimile: (954) 776-1857

Copy to:

Town Attorney
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 640-4200
Facsimile: (954) 776-1857

As to CONTRACTOR:

Regional Vice President
Waste Pro
17302 Pines Boulevard
Pembroke Pines, FL 33029
Telephone: (954) 967-4200
Facsimile: (954) 241-4489

Copy to:

Waste Pro of Florida, Inc. General Counsel
2101 West State Road 434, Suite 305
Longwood, Florida 32779-5053
Telephone: (407) 868-8800
Facsimile: (407) 869-8884

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30.5 PUBLIC RECORDS

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

- (a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
- (b) Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (e) Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

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

30.6 SCRUTINIZED COMPANIES

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

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

- (b) If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

30.7 E-Verify

CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for CONTRACTOR'S violation of the statute, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

30.8 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

[The remainder of this page is left intentionally blank]

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

IN WITNESS WHEREOF, the parties have caused these presents to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed hereon, the day and year first above written.

Attest:

TOWN OF LAUDERDALE BY-THE-SEA

Tedra Allen, Town Clerk

By: _____
Chris Vincent, Mayor

____th day of _____, 2021

By: _____
Linda Connors, Interim Town Manager

By: _____
Lucila Lang, Finance Director

Approved as to form and legality:

By: _____
Susan Trevarthen, Town Attorney

[The remainder of this page is left intentionally blank]

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

CONTRACTOR
Waste Pro USA, Inc.

WITNESSES:

Signature

Print Name and Title

_____ day of _____, 2021

BY: _____
Signature

Russell Mackie, Regional Vice President

_____ day of _____, 2021

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

My Commission Expires:

Signature of Notary Public

Printed Name of Notary Public

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

List of Exhibits

	Page
EXHIBIT 1	Residential Collection Rate for Single Family/Duplex and Multi Family With Carts
EXHIBIT 2	2021-2022 Multifamily and Commercial Utilizing Dumpsters Collection Services
EXHIBIT 3	2022-2023 Multifamily and Commercial Utilizing Dumpsters Collection Services
EXHIBIT 4	Commercial Compacted Dumpster Collection Services
EXHIBIT 5	Special Collection Service Rates
EXHIBIT 6	Emergency Preparedness Plan and Service Rates
EXHIBIT 7	Franchise Ordinance No. 2021-

EXHIBIT 1

Single Family & Duplex Collection Rates; Multi-Family Carts					CPI Projection Rates; maximum of 5% increase.		
Adjustments Per Contract	MSW twice per week, Recycle once per week and Bulk once per month	Current: 10/1/20-10/31/21	1-Nov-21	1-Oct-22	1-Oct-23	1-Oct-24	1-Oct-25
		Collection	\$ 16.54	\$ 19.25	\$ 21.50	\$ 22.58	\$ 23.70
Commission Approved Rate		X	6/29/2021				
Per Month							
	Service Components	1-Oct-20	1-Nov-21	1-Oct-22	1-Oct-23	1-Oct-24	1-Oct-25
		Fee	Fee	Fee	CPI Projected Fee up to 5%	CPI Projected Fee up to 5%	CPI Projected Fee up to 5%
1	Disposal Fee MSW	\$ 8.27	\$ 9.63	\$ 10.75	\$ 11.29	\$ 11.85	\$ 12.44
2	Disposal Fee Bulk	\$ 1.65	\$ 1.93	\$ 2.15	\$ 2.26	\$ 2.37	\$ 2.49
3	Garbage cart Collection - Twice per week	\$ 3.31	\$ 3.85	\$ 4.30	\$ 4.52	\$ 4.74	\$ 4.98
4	Bulk Collection - Once per month	\$ 1.65	\$ 1.93	\$ 2.15	\$ 2.26	\$ 2.37	\$ 2.49
5	Recycle cart Collection - Once per week	\$ 1.65	\$ 1.93	\$ 2.15	\$ 2.26	\$ 2.37	\$ 2.49
Contractor Fee		\$ 16.54	\$ 19.25	\$ 21.50	\$ 22.58	\$ 23.70	\$ 24.89
Commission Approved Rate		\$ 16.54	\$ 19.25	\$ 21.50	\$ 22.58	\$ 23.70	\$ 24.89
Additional Services Amount - Valet service		\$15.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50	\$ 23.40
Additional Cart		\$ 12.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50	\$ 23.40

EXHIBIT 2

2021-2022 Multifamily and Commercial Utilizing Dumpsters Collection Services

NEW 2021-2022							TOTAL RATE							YARDS							RATE PER YARD													
Multi-Family Dumpsters:		Dumpster Size (cubic yards)						Multi-Family Dumpsters:		Dumpster Size (cubic yards)						Multi-Family Dumpsters:		Dumpster Size (cubic yards)																
Pick-Ups per week		1	2	3	4	6	8	Pick-Ups per week		1	2	3	4	6	8	Pick-Ups per week		1	2	3	4	6	8											
2	\$	214.27	\$	270.64	\$	404.28	\$	529.66	\$	605.35	\$	739.39	2		8.66	17.32	25.98	34.64	51.96	69.28	2		\$	24.74	\$	15.63	\$	15.56	\$	15.29	\$	11.65	\$	10.67
3	\$	334.07	\$	404.28	\$	604.86	\$	767.93	\$	868.95	\$	1,032.49	3		12.99	25.98	38.97	51.96	77.94	103.92	3		\$	25.72	\$	15.56	\$	15.52	\$	14.78	\$	11.15	\$	9.94
4	\$	444.37	\$	538.01	\$	780.44	\$	972.85	\$	1,107.54	\$	1,275.57	4		17.32	34.64	51.96	69.28	103.92	138.56	4		\$	25.66	\$	15.53	\$	15.02	\$	14.04	\$	10.66	\$	9.21
5	\$	554.71	\$	671.73	\$	927.87	\$	1,173.59	\$	1,289.85	\$	1,510.31	5		21.65	43.3	64.95	86.6	129.9	173.2	5		\$	25.62	\$	15.51	\$	14.29	\$	13.55	\$	9.93	\$	8.72
6	\$	643.82	\$	780.44	\$	1,075.30	\$	1,307.65	\$	1,434.63	\$	1,811.75	6		25.98	51.96	77.94	103.92	155.88	207.84	6		\$	24.78	\$	15.02	\$	13.80	\$	12.58	\$	9.20	\$	8.72
7	\$	725.87	\$	880.81	\$	1,210.22	\$	1,466.70	\$	1,629.46	\$	2,054.83	7		30.31	60.62	90.93	121.24	181.86	242.48	7		\$	23.95	\$	14.53	\$	13.31	\$	12.10	\$	8.96	\$	8.47

Commercial Dumpster:		Dumpster Size (cubic yards)						Commercial Dumpster:		Dumpster Size (cubic yards)						Commercial Dumpster:		Dumpster Size (cubic yards)											
Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8	Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8	Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8						
2	84.79	232.94	281.76	422.07	553.60	577.63	772.54	2		8.66	17.32	25.98	34.64	51.96	69.28	2		\$	26.90	\$	16.27	\$	16.25	\$	15.98	\$	11.12	\$	11.15
3	126.53	348.84	422.07	632.52	803.49	908.45	1079.24	3		12.99	25.98	38.97	51.96	77.94	103.92	3		\$	26.85	\$	16.25	\$	16.23	\$	15.46	\$	11.66	\$	10.39
4	168.28	464.73	562.38	816.66	1018.28	1158.23	1333.29	4		17.32	34.64	51.96	69.28	103.92	138.56	4		\$	26.83	\$	16.23	\$	15.72	\$	14.70	\$	11.15	\$	9.62
5	210.04	580.62	702.68	971.16	1228.67	1348.77	1578.57	5		21.65	43.3	64.95	86.6	129.9	173.2	5		\$	26.82	\$	16.23	\$	14.95	\$	14.19	\$	10.38	\$	9.11
6	243.43	674.20	816.66	1125.67	1368.86	1499.81	1894.04	6		25.98	51.96	77.94	103.92	155.88	207.84	6		\$	25.95	\$	15.72	\$	14.44	\$	13.17	\$	9.62	\$	9.11
7	274.05	760.35	921.86	1267.01	1535.38	1703.51	2148.09	7		30.31	60.62	90.93	121.24	181.86	242.48	7		\$	25.09	\$	15.21	\$	13.93	\$	12.66	\$	9.37	\$	8.86

New extra charges	\$	8.66	\$	17.32	\$	25.98	\$	34.64	\$	51.96	\$	69.28
	\$	12.99	\$	25.98	\$	38.97	\$	51.96	\$	77.94	\$	103.92
	\$	17.32	\$	34.64	\$	51.96	\$	69.28	\$	103.92	\$	138.56
	\$	21.65	\$	43.30	\$	64.95	\$	86.60	\$	129.90	\$	173.20
	\$	25.98	\$	51.96	\$	77.94	\$	103.92	\$	155.88	\$	207.84
	\$	30.31	\$	60.62	\$	90.93	\$	121.24	\$	181.86	\$	242.48
	3.99%	6.58%	7.18%	7.90%	10.68%	11.29%						

Rate Increase	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00
	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00
	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00
	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00
	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00
	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00
	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00

Town Additional Yard Services (OVG) Amount

Flat Rate \$150.00 per service

EXHIBIT 3

2022-2023 Multifamily and Commercial Utilizing Dumpsters Collection Services

NEW 2022-2023								TOTAL RATE								YARDS								RATE PER YARD							
Multi-Family Dumpsters:								Dumpster Size (cubic yards)								Multi-Family Dumpsters:								Multi-Family Dumpsters:							
Pick-Ups per week	1	2	3	4	6	8		Pick-Ups per week	1	2	3	4	6	8		Pick-Ups per week	1	2	3	4	6	8		Pick-Ups per week	1	2	3	4	6	8	
2	\$ 225.09	\$ 292.29	\$ 436.76	\$ 572.96	\$ 670.30	\$ 825.99		2	\$ 8.66	\$ 17.32	\$ 25.98	\$ 34.64	\$ 51.96	\$ 69.28		2	\$ 25.99	\$ 16.88	\$ 16.81	\$ 16.54	\$ 12.90	\$ 11.92		2	\$ 25.99	\$ 16.88	\$ 16.81	\$ 16.54	\$ 12.90	\$ 11.92	
3	\$ 350.31	\$ 436.76	\$ 653.57	\$ 832.88	\$ 966.37	\$ 1,162.39		3	\$ 12.99	\$ 25.98	\$ 38.97	\$ 51.96	\$ 77.94	\$ 103.92		3	\$ 26.97	\$ 16.81	\$ 16.77	\$ 16.03	\$ 12.40	\$ 11.19		3	\$ 26.97	\$ 16.81	\$ 16.77	\$ 16.03	\$ 12.40	\$ 11.19	
4	\$ 466.02	\$ 581.31	\$ 845.39	\$ 1,059.45	\$ 1,237.44	\$ 1,448.77		4	\$ 17.32	\$ 34.64	\$ 51.96	\$ 69.28	\$ 103.92	\$ 138.56		4	\$ 26.91	\$ 16.78	\$ 16.27	\$ 15.29	\$ 11.91	\$ 10.46		4	\$ 26.91	\$ 16.78	\$ 16.27	\$ 15.29	\$ 11.91	\$ 10.46	
5	\$ 581.77	\$ 725.86	\$ 1,009.06	\$ 1,281.84	\$ 1,452.23	\$ 1,726.81		5	\$ 21.65	\$ 43.30	\$ 64.95	\$ 86.60	\$ 129.90	\$ 173.20		5	\$ 26.87	\$ 16.76	\$ 15.54	\$ 14.80	\$ 11.18	\$ 9.97		5	\$ 26.87	\$ 16.76	\$ 15.54	\$ 14.80	\$ 11.18	\$ 9.97	
6	\$ 676.29	\$ 845.39	\$ 1,172.72	\$ 1,437.55	\$ 1,629.48	\$ 2,071.55		6	\$ 25.98	\$ 51.96	\$ 77.94	\$ 103.92	\$ 155.88	\$ 207.84		6	\$ 26.03	\$ 16.27	\$ 15.05	\$ 13.83	\$ 10.45	\$ 9.97		6	\$ 26.03	\$ 16.27	\$ 15.05	\$ 13.83	\$ 10.45	\$ 9.97	
7	\$ 763.76	\$ 956.59	\$ 1,323.88	\$ 1,618.25	\$ 1,856.78	\$ 2,357.93		7	\$ 30.31	\$ 60.62	\$ 90.93	\$ 121.24	\$ 181.86	\$ 242.48		7	\$ 25.20	\$ 15.78	\$ 14.56	\$ 13.35	\$ 10.21	\$ 9.72		7	\$ 25.20	\$ 15.78	\$ 14.56	\$ 13.35	\$ 10.21	\$ 9.72	

Commercial Dumpster:								Dumpster Size (cubic yards)								Commercial Dumpster:								Commercial Dumpster:							
Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8	Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8	Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8	Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8
2	94.12	\$ 241.60	\$ 299.08	\$ 448.05	\$ 588.24	\$ 629.59	\$ 841.82	2		\$ 8.66	\$ 17.32	\$ 25.98	\$ 34.64	\$ 51.96	\$ 69.28	2		\$ 27.90	\$ 17.27	\$ 17.25	\$ 16.98	\$ 12.12	\$ 12.15	2		\$ 27.90	\$ 17.27	\$ 17.25	\$ 16.98	\$ 12.12	\$ 12.15
3	140.45	\$ 361.83	\$ 448.05	\$ 671.49	\$ 855.45	\$ 986.39	\$ 1,183.16	3		\$ 12.99	\$ 25.98	\$ 38.97	\$ 51.96	\$ 77.94	\$ 103.92	3		\$ 27.85	\$ 17.25	\$ 17.23	\$ 16.46	\$ 12.66	\$ 11.39	3		\$ 27.85	\$ 17.25	\$ 17.23	\$ 16.46	\$ 12.66	\$ 11.39
4	186.80	\$ 482.05	\$ 597.02	\$ 868.62	\$ 1,087.56	\$ 1,262.15	\$ 1,471.85	4		\$ 17.32	\$ 34.64	\$ 51.96	\$ 69.28	\$ 103.92	\$ 138.56	4		\$ 27.83	\$ 17.23	\$ 16.72	\$ 15.70	\$ 12.15	\$ 10.62	4		\$ 27.83	\$ 17.23	\$ 16.72	\$ 15.70	\$ 12.15	\$ 10.62
5	233.14	\$ 602.27	\$ 745.98	\$ 1,036.11	\$ 1,315.27	\$ 1,478.67	\$ 1,751.77	5		\$ 21.65	\$ 43.30	\$ 64.95	\$ 86.60	\$ 129.90	\$ 173.20	5		\$ 27.82	\$ 17.23	\$ 15.95	\$ 15.19	\$ 11.38	\$ 10.11	5		\$ 27.82	\$ 17.23	\$ 15.95	\$ 15.19	\$ 11.38	\$ 10.11
6	270.21	\$ 700.18	\$ 868.62	\$ 1,203.61	\$ 1,472.78	\$ 1,655.69	\$ 2,101.88	6		\$ 25.98	\$ 51.96	\$ 77.94	\$ 103.92	\$ 155.88	\$ 207.84	6		\$ 26.95	\$ 16.72	\$ 15.44	\$ 14.17	\$ 10.62	\$ 10.11	6		\$ 26.95	\$ 16.72	\$ 15.44	\$ 14.17	\$ 10.62	\$ 10.11
7	304.20	\$ 790.66	\$ 982.48	\$ 1,357.94	\$ 1,656.62	\$ 1,885.37	\$ 2,390.97	7		\$ 30.31	\$ 60.62	\$ 90.93	\$ 121.24	\$ 181.86	\$ 242.48	7		\$ 26.09	\$ 16.21	\$ 14.93	\$ 13.66	\$ 10.37	\$ 9.86	7		\$ 26.09	\$ 16.21	\$ 14.93	\$ 13.66	\$ 10.37	\$ 9.86

New extra charges	\$ 8.66	\$ 17.32	\$ 25.98	\$ 34.64	\$ 51.96	\$ 69.28		Rate Increase	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
	\$ 12.99	\$ 25.98	\$ 38.97	\$ 51.96	\$ 77.94	\$ 103.92			\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
	\$ 17.32	\$ 34.64	\$ 51.96	\$ 69.28	\$ 103.92	\$ 138.56			\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
	\$ 21.65	\$ 43.30	\$ 64.95	\$ 86.60	\$ 129.90	\$ 173.20			\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
	\$ 25.98	\$ 51.96	\$ 77.94	\$ 103.92	\$ 155.88	\$ 207.84			\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
	\$ 30.31	\$ 60.62	\$ 90.93	\$ 121.24	\$ 181.86	\$ 242.48			\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	

Town Additional Yard Services (OVG) Amount
Flat Rate \$150.00 per service

EXHIBIT 4

Compactor Collection Rates

Compactor Collection Rates

October 1, 2021 Compactor Rates

Calculation of Rates and Fees Due Contractor

Applies to % of total

Collection

Disposal

Total

Pick-Ups Per Week	Monthly Contractor Fee				
			2 Cubic Yards	3	
2			\$517.27	775.9	
3			\$775.90	1163.85	
4			1,034.53	1500.07	
5			\$1,293.17	1778.11	
6			1,500.07	2056.13	
7			1,689.740	2308.31	

	Monthly Change from April 1 2018 (10-1-2018 rate)				
	Dumpster Size (cubic yards)				
	1	2	3	4	6
2		\$ 24.53	\$ 36.80		
3		\$ 36.80	\$ 55.20		
4		\$ 49.07	\$ 71.15		
5		\$ 61.33	\$ 84.33		
6		\$ 71.15	\$ 97.52		
7		\$ 80.14	\$ 109.48		

Example of Calculation 2 Yd.

2 yard compactor	change	New rate
\$ 362.09	\$ 54.31	\$ 416.40
\$ 155.18	\$ 23.28	\$ 178.46
\$ 517.27	\$ 77.59	\$ 594.86
Overall Percentage Change		15%

% Change
70%
30%
100%
#

Commission Approved Rates						
Monthly Dumpster Rate						
pick-ups Per week	Dumpster Size (cubic yards)					
		2	3	4	6	8
2		\$ 594.86	\$ 892.29			
3		\$ 892.29	\$ 1,338.43			
4		\$ 1,189.71	\$ 1,725.08			
5		\$ 1,487.15	\$ 2,044.83			
6		\$ 1,725.08	\$ 2,364.55			
7		\$ 1,943.20	\$ 2,654.56			

Pick Ups per week	Town Additional Yard Services (OVG) Amount					
	Dumpster Size (cubic yards)					
	1	2	3	4	6	6
2		\$ 28.21	\$ 42.32			
3		\$ 42.32	\$ 63.48			
4		\$ 56.43	\$ 81.82			
5		\$ 70.53	\$ 96.98			
6		\$ 81.82	\$ 112.15			
7		\$ 92.16	\$ 125.90			

EXHIBIT 5

Special Collection Service

1	Adding lids to or changing lids	No Charge
2	Adding wheels to or changing wheels	No Charge
3	Additional Bulk Waste Collection for Residential Service Units with carts	No Charge for one special pickup per calendar year per Account Holder. (Not available to a delinquent account.) Note: Additional special pickups will be priced by CONTRACTOR depending on volume and schedule.
4	Additional Unscheduled (Not Including "On Call") Solid Waste Pick-Ups For Commercial Service Units And Residential Containerized Service Units	2X (Applicable 1X Week Solid Waste Collection Cost) + Regular Disposal Charges
5	Changing out the size of a Dumpster (above twice per year)	\$25.00 per occurrence
6	Locks (new locks installed)	\$20.00
7	Moving Container Location Per Customer Request	\$18.00 per move
8	Opening (and Closing) Doors or Gates	No Charge
9	Residential Off-Street Collection Service (Disabled Customer)	No Charge
10	Return Container to Customer's Location After Service Was Stopped	\$25.00
11	Rolling out Container less than 30 feet (and returning it to original location)	No Charge
12	Service not designated herein	See Sec. 3.1 and Sec. 3.3.4
13	Supplying (and retrofitting) Locking Mechanism	\$55.00
14	Swap-out Dumpster (extra on site Dumpster used on collection day)	Up to \$35 per month, which includes a limited number of special pick-ups as determined by Customer and CONTRACTOR
15	Unlocking and Locking of Container enclosure	\$2.00 per month
16	Valet Service: Rolling Containers from a storage location to the point of collection that is a distance 30' feet or more.	See Exhibit 1 for Valet Services rates

EXHIBIT 6

Emergency Preparedness Plan and Service Rates

The South Florida Area possibility for a natural disaster exists each and every day. The opportunity for significant amounts of damage due to natural causes is great within our area. Because of the major risks from hurricanes, severe storms, or such other natural and man-made disaster that may occur that the CONTRACTOR will assist the TOWN with emergency debris clearance. The CONTRACTOR has experience and is capable of mobilizing into a disaster area within 12 hours following a devastating storm such as a hurricane.

The CONTRACTOR'S executives and managers will work with the TOWN, County, State, Federal and all other governmental entities in which the CONTRACTOR provides service to provide comprehensive relief services to include:

Pre-Disaster Services:

1. Stand-by-Contact
2. Pre-Event Planning
3. Plans Review
4. Exercise Participation
5. Employee Training

Post-Disaster Operations:

6. Emergency Road Clearance and Trimming of Damaged Vegetation
7. Removal of Debris from Public Rights-of-Way
8. Removal of Debris from Private Property (When Authorized)
9. Temporary Debris Staging and Reduction Site Management
10. Final Debris Staging and Reduction Site Management
11. Final Debris Disposal
12. Hazardous Materials Handling
13. Site Redemption
14. Inspections and Documentation
15. Assistance with FEMA and State Reimbursements

Exhibit 6 (continued)

Emergency Preparedness Plan and Service Rates

Effective June 1, 2010

The following rates are for services to be provided under the Emergency Preparedness Plan. All service rates shall be fixed until changed as provided for in this Agreement.

EQUIPMENT/TOOL/VEHICLE TYPE (INCLUDE OPERATOR AND LABOR COST)	HOURLY RATE	DAILY RATE (8 HOURS)
Boom Truck (Self Loader) & Operator with CDL Driver	\$250	\$2,000
Roll Off Truck & Operator with CDL Driver	\$198	\$1,500
Rear Load Truck & Operator with CDL Driver and Helper	\$250	\$2,000
Wheel Loader 644 or equivalent & Operator	\$250	\$2,000
D-6 Dozers or equivalent & Operator	\$250	\$2,000
Bobcat Loader or equivalent & Operator	\$200	\$1,500
Rubber Tired Backhoe	\$200	\$1,500
Project Manager with Truck	\$125	\$950
Safety Superintendent with Truck	\$125	\$950
Service Truck & Maintenance Technician	\$125	\$950
Laborers	\$50	\$380

Cost for Vegetative cleanup and transport to disposal site.
Include equipment, tools, vehicles, and operator and labor costs.

\$20.00 cubic yard

Cost for C&D debris cleanup and transport to disposal site.
Include equipment, tools, vehicles, and operator and labor costs.

\$25.00 cubic yard

EXHIBIT 7

Adopting Ordinance No. 2021 -

**Solid Waste, Bulk Waste, and Recycling Collection Services Agreement
Between
The Town of Lauderdale By-The-Sea, Florida
and
Waste Pro USA, Inc.**



2019-2021 Restated Collection Agreement

History: RFP No. 09-02-01 - Effective July 1, 2009 -
First Amendment - September 10, 2009
Second Amendment - January 11, 2011
Third Amendment - September 30, 2011
Restated Agreement - March 27, 2012
First Amendment to the Restated Agreement – January 13, 2015
2015 Restated Agreement – November 24, 2015
2017 Restated Agreement – May 18, 2017
2019 Restated Agreement – May 14, 2019
2021 Restated Agreement – November 1 August —, 2021

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

This Agreement and amendments thereto (hereinafter referred to as "Agreement") made and first entered into the 1st day of July, 2009, and amended as provided below, by and between the Town of Lauderdale By-The-Sea, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN"), acting by and through its duly authorized Town Commission, and Waste Pro USA, Inc., a Florida Corporation and successor-in-interest pursuant to a transfer of this Agreement approved by the Town Commission on August 19, 2014 (hereinafter referred to as "CONTRACTOR").

The amendments to this Agreement include:

1. First Amendment on September 10, 2009,
2. Second Amendment on January 11, 2011,
3. Third Amendment on September 30, 2011,
4. 2012 Restated Agreement on March 27, 2012 (first renewal period),
5. First Amendment to the 2012 Restated Agreement on January 13, 2015, and
6. 2015 Restated Agreement on November 24, 2015 (extension of first renewal period).
7. 2017 Restated Agreement on May 18, 2017 (second renewal period).
8. 2019 Restated Agreement on ~~May 14~~, 2019 (amendments)
- 8.9. 2021 Restated Agreement on November 1, 2021 (third renewal period and amendments)

WITNESSETH:

WHEREAS, the CONTRACTOR and the TOWN wish to set forth the terms and conditions of this Agreement for the provision of a Solid Waste, Bulk Waste, and Recycling Collection Services.

NOW THEREFORE, for the mutual benefits and other considerations recited herein, the parties agree as follows:

SECTION 1: AGREEMENT

1.1 FRANCHISE

For the term of this Agreement, the TOWN hereby grants the CONTRACTOR the exclusive franchise and the sole obligation to operate and maintain comprehensive Solid Waste, Bulk Waste, and recycling collection services for Residential Collection Service Units and Solid Waste for Commercial Collection Service Units in and for the TOWN, except as specifically excluded in this Agreement. The franchise specifically excludes the exclusive collection of construction and demolition debris. The CONTRACTOR is authorized by the TOWN, in, upon, over, and across the present and future streets, alleys, bridges, easements, and other public places of the TOWN for the purposes of fulfilling CONTRACTORS' obligations under this Agreement within the municipal corporate limits of the TOWN, or as directed in conformance with the Charter and Ordinances of the TOWN and other applicable law. The CONTRACTOR'S sole consideration from the TOWN shall be the right to provide the services specified herein at the rates specifically authorized herein.

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

1.2 TERM OF AGREEMENT

The initial term of this Solid Waste, Bulk Waste, and Recycling Collection Services Agreement ("Agreement") was for a period of three (3) consecutive years, commencing on July 1, 2009 at 12:00 a.m., local time, through June 20, 2012 at 11:59 p.m., local time. The first renewal period commenced on June 21, 2012 at 12:00 a.m., local time, and continued through May 17, 2017 at 11:59 p.m., local time. The second renewal period commenced on May 18, 2017 at 12:00 a.m., local time, and ends on November 30, 2021 at 11:59 p.m., local time. The third renewal period begins November 1, 2021 at 12:00 a.m., local time, and ends on October 31, 2026.

1.3 EXPIRATION OF AGREEMENT PROVISIONS

In the event a new Agreement has not been awarded upon the expiration of this Agreement, and renewal options are not exercised, the CONTRACTOR agrees to provide service to the TOWN for an additional ninety (90) calendar day period beyond the expiration of the Agreement at the then established rates, provided the TOWN requests said services, in writing, at such time.

1.4 OPTION TO RENEW

- (a) *Renewal Periods.* After the initial three (3) year period, this Agreement may be renewed for three (3) additional periods, each lasting between three (3) and five (5) years as shown in the following table.

Table 1 – Renewal Periods

Initial Term:	July 1, 2009 to June 20, 2012
First Renewal Term:	June 21, 2012 to May 17, 2017
Second Renewal Term	May 18, 2017 to November 30, 2021
Third Renewal Term	<u>Three (3) to Five (5) Years November 1, 2021 to October 31, 2026</u>
Renegotiate Terms and Conditions or Request Bids from Qualified Contractors	To be determined

- ~~(b) *Renewal Process.* Prior to making a recommendation to the Town Commission on whether to renew the Agreement, the Town Manager or designee will meet and confer with the CONTRACTOR regarding changes in terms and conditions that either the TOWN or the CONTRACTOR would like to see reflected in an amendment to the Agreement covering the next renewal period. The TOWN shall thereafter notify the CONTRACTOR of its decision to exercise a renewal option or allow the Agreement to terminate. Said notice shall be in writing and delivered not less than one hundred eighty (180) calendar days prior to the expiration date.~~

~~In the event the TOWN notifies the CONTRACTOR of its decision to exercise a renewal option, the CONTRACTOR shall notify the TOWN in writing of its intent to accept or decline the renewal option offer within twenty (20) calendar days of receipt of the TOWN's offer.~~

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

- (b) *Final Renewal Term.* In the event the Agreement is renewed for three (3) Renewal Terms, the TOWN may, at the end of the final renewal term, either renegotiate the term and conditions of the Agreement with the current CONTRACTOR or request bids from qualified contractors to provide Solid Waste Collection, Bulk Waste Collection, and Recycling Services.
- (c) *No Limits on Right of Termination.* This section in no way limits the TOWN'S right to terminate this Agreement for cause at any time during the initial term or any extension thereof, pursuant to Section 9 of this Agreement.

SECTION 2: DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply, unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the TOWN shall apply. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

1. **Advertising** shall mean any written communication for the purpose of promoting a product or service. No advertising shall be permitted on Collection vehicles or any other vehicles, Recycling Bins, Recycling Containers, Containers, Roll-offs or other equipment used for the purpose of administering this Agreement. The CONTRACTOR'S name in which it is doing business and non-toll telephone service number, written communication as specified in the Agreement or written communication as directed by the Town Manager, shall not be considered Advertising.
2. **Account Holder** shall mean the party responsible for payment for services provided by CONTRACTOR that has arranged an account with the CONTRACTOR.
3. **Agreement** shall mean this Agreement.
4. **Bags** shall mean non-dissolvable plastic bags.
5. **Biological Waste** shall mean, as defined in Chapter 403, Florida Statutes, Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.
6. **Biomedical Waste** shall mean, as defined in Chapter 403, Florida Statutes, any Solid Waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.
7. **Brown Goods** shall mean discarded computers, televisions, stereos, cabinets, furniture, and other similar domestic goods. Brown Goods must be generated by the Customer and at the Residential Service Unit or Commercial Service Unit wherein the Brown Goods are collected. Anytime White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
8. **Bulk Waste** shall mean those wastes that may require special handling and management including, but not limited to: all types of vegetative matter resulting from normal yard and landscaping maintenance that does not exceed six (6) feet in length, White Goods, Brown Goods, furniture,

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

equipment, and other similar items including materials resulting from minor home repairs. Bulk Waste does not include items herein defined as Garbage, Contractor-Generated Waste, Exempt Waste, or items such as televisions, mirrors, window glass, or containers with fluids, or waste containing refrigerants or other potentially harmful fluids or gases.

9. **Bulk Waste Collection Service** shall mean Bulk Waste Collection from Residential Service Units and delivery of the Bulk Waste to the Designated Disposal Facility.
10. **Business Day** shall mean any day, Monday through Friday, from 8 a.m., local time until 4 p.m., local time.
11. **Cart** shall mean a metal or plastic receptacle on wheels that is mechanically emptied, with a maximum capacity of ninety-six (96) gallons used to store Solid Waste, Yard Waste or Recyclable Materials until collection by the CONTRACTOR.
12. **Collection** shall mean the process whereby Solid Waste, Bulk Waste, and Recyclable Materials are removed and transported to the appropriate Designated Disposal Facility. Collection shall exclude the process of picking up, transporting, and dropping off Exempt Waste.
13. **Collection Rates** shall mean the rates approved pursuant to the terms of this Agreement that are to be charged by the CONTRACTOR for collection services.
14. **Commercial Establishment** shall mean all retail, professional, wholesale, institutional, lodging, and industrial facilities, and any other commercial enterprises, offering goods or services to the public located in the Service Area.
15. **Commercial Services** shall mean Commercial Solid Waste Collection Services performed in the Service Area.
16. **Commercial Service Unit** shall mean any Commercial Establishment in the Service Area.
17. **Commercial Solid Waste** shall mean any Garbage or Trash that is usual to the normal operations of a Commercial Service Unit. A Customer driven activity at the Commercial Service Unit wherein the Commercial Solid Waste is collected and does not include items defined herein as Yard Waste, Bulk Waste, Contractor-Generated Waste, or Exempt Waste must generate commercial Solid Waste. Recyclable Materials are not Commercial Solid Waste.
18. **Commercial Solid Waste Collection Service** shall mean the Collection and disposal of Commercial Solid Waste from Commercial Service. Commercial Solid Waste Collection Service shall be provided via Containers or Dumpsters.
19. **Commercial Recycling Collection Service Unit** shall mean the Collection of Recyclable Materials from Commercial Service Units utilizing Recycling Bins and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.
20. **Compactor** shall mean a mechanism, whether stationary or mobile, with a minimum compaction ratio of 2.5 to 1.0 used for the densification of Solid Waste in Containers or Roll-offs. The CONTRACTOR shall clearly mark all Dumpsters and Roll-offs and Compactors as to prohibit their use for the disposal of Biological Waste, Biomedical Waste, Hazardous Waste, or Sludge if hauler is to provide as opposed to Inter Local Agreement (ILA).
21. **Construction and Demolition Debris** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, fence, screen, metal, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project. This includes non-vegetative construction and demolition debris as a result of a fire, and manmade or natural disaster, to include hurricane debris.

22. **Container** shall mean a Dumpster or Cart used to store Solid Waste, Yard Waste or Recyclable Materials.
23. **CONTRACTOR** shall mean the person or entity that has entered into this Agreement to provide the services described herein for the Service Area.
24. **Contractor-Generated Waste** shall mean Bulk Waste generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, and lawn or yard maintenance services and nurseries.
25. **County** shall mean Broward County, Florida.
26. **Customer** shall mean person(s) that produce the Solid Waste, Bulk Waste and Recyclable Materials at a physical location. The Customer may be the Account Holder.
27. **Designated Disposal Facility** shall mean the facility designated by the Town for receipt of all Solid Waste, Bulk Waste and Yard Waste collected within the Town that is capable of being processed at the Designated Disposal Facility.
28. **Designated Recycling Facility** shall mean the Recovered Materials Processing Facility designated by the Town for receipt of the Recyclable Materials collected within the Town.
29. **Disposal Charges** shall mean the prevailing per-ton rate charged at the Designated Disposal Facility for the acceptance and disposal of Residential Waste, Commercial Solid Waste, and other waste materials.
30. **Disposal Fee** shall mean the amount within the Collection Rate paid by the Customer that is charged for the disposal of Solid Waste, Bulk Waste and Yard Waste.
31. **Dumpster** shall mean a metal or plastic receptacle, with a capacity of up to and including eight (8) cubic yards designed or intended to be mechanically dumped into a loader-packer type garbage truck.
32. **Dwelling Unit** shall mean an individual living unit in a single-family dwelling, duplex dwelling, multi-family dwelling, or mixed-used dwelling within a structure or building intended for, or capable of being utilized for residential living, other than those structures or building units included within the definition of Commercial Service Unit herein.
33. **Exempt Waste** shall mean Biological Waste, Biomedical Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission, and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.
34. **Franchise Fee** shall mean the charge to CONTRACTOR for the use of present and future streets, alleys, bridges, easements, and other public places of the TOWN. The Franchise Fee shall be calculated by multiplying the Gross Revenues as defined herein by the assigned franchise fee percentage. For example, commercial franchise fee shall be ten percent (10%) of Gross Revenues

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

for Commercial Services and three point seven six percent (3.76%) of Gross Revenues for Residential/Multi Family Services.

35. **Garbage** shall mean all waste that is generated from normal residential activities. These materials generally include, but are not limited to, kitchen and food waste, animal and produce waste, or any organic waste that is a result of storage, preparation, cooking, or handling of food materials. Also included in this category are household waste items such as food packaging materials; non-recyclable cans, plastics, paper, cardboard, and bottles; rags and cleaning supplies, and other items usual to housekeeping.
36. **Gross Revenues** shall mean all charges invoiced by the CONTRACTOR arising from, attributable to or in any way derived from the services it provides pursuant to this Agreement, exclusive of franchise fees.
37. **Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
38. **Non-Collection Notice** shall mean a sticker, tag, or door hanger used by the CONTRACTOR to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by the CONTRACTOR pursuant to the Agreement, developed and provided by the CONTRACTOR and approved by the TOWN. CONTRACTOR is required to provide a Non-Collection Notice anytime Solid Waste, Bulk Waste, or Recycling Materials are not picked up for any reason.
39. **Ordinance** shall mean those parts of the Code of the TOWN governing Solid Waste Collection, Disposal, and Recycling activities within the TOWN.
40. **Recovered Materials Processing Facility** shall mean a facility engaged solely in the storage, processing, resale, or reuse of Recyclable Materials, and that meets the requirements of Section 403.7046, Florida Statutes.
41. **Recyclable Materials** shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials to be collected shall include all materials that are accepted by the Designated Recycling Facility.
42. **Recycling** shall mean any process by which materials that would otherwise have been Residential Solid Waste or Commercial Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
43. **Recycling Bin** shall mean a rigid rectangular receptacle stenciled with the TOWN logo. Recycling Bins shall not contain the name or logo of the CONTRACTOR. Recycling Bins shall be made of plastic or other suitable substance of no less than fourteen (14) gallons.
44. **Recycling Container or Recycling Cart** shall mean a wheeled metal or plastic receptacle, with a capacity of ninety six (96) gallons or an alternative sized specified by TOWN, intended to be manually or mechanically dumped into a loader-packer type recycling truck. Recycling Containers shall be stenciled with the Town logo and shall not contain the name or logo of the CONTRACTOR. A Recycling Container is commonly referred to as a "Recycling Cart."

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

45. **Residential Collection Service Unit – Single Family, Duplex** shall mean one single family home or one duplex unit that uses containers that are placed at curbside for collection.
46. **Residential Collection Service Unit – Multi Family Container Service** shall mean a Multi Family property that uses containers that are placed at curbside for collections.
47. **Residential Recycling Collection Service Unit** shall mean all types of Residential Collection Service Units utilizing Recycling Bins, Dumpsters and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.
48. **Residential Collection Service Unit – Multi Family Dumpster Service** shall mean the Collection of Garbage and Trash from multi-family residential units that utilize dumpsters for the Collection Service.
49. **Residential Solid Waste** shall mean Garbage and Trash resulting from the normal household activities of a Residential Service Unit. The Customer at the Residential Service Unit wherein the waste is collected must generate the Solid Waste. It does not include items defined herein as Contractor-Generated Waste or Exempt Waste. Recyclable Materials and Bulk Waste are not Residential Solid Waste.
50. **Roll-Off Collection Service** shall mean the Collection and disposal of Roll-Off Containers containing Construction and Demolition Debris. Collection of Construction and Demolition Debris is not considered exclusive to the CONTRACTOR under the terms and conditions of the Agreement.
51. **Roll-Off Containers** shall mean any metal receptacle with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle. Roll-off Containers utilized for services covered under this Agreement shall be owned by the CONTRACTOR.
52. **Scheduled Collection Day** shall mean any day in which Collection activities take place.
53. **Service Area** shall mean the municipal limits of the TOWN.
54. **Sludge** shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances, or any other such waste having similar characteristics or effects.
55. **Solid Waste** shall mean Garbage and Trash. Bulk Waste and Recyclable Materials are not considered Solid Waste.
56. **Special Waste** shall mean Solid Waste that can require special handling and management, including, but not limited to used tires, used oil, lead-acid batteries, ash residue, and biological wastes.
57. **TOWN** shall mean the Town of Lauderdale By-The-Sea, Broward County, Florida.
58. **Town Commission** shall mean the Town Commission of the TOWN.
59. **Town Manager** shall mean the Town Manager of the TOWN, or his/her designated representative(s).
60. **Town Sponsored Special Events** shall mean events sponsored or co-sponsored by the TOWN.

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61. **Trash** shall mean plastic bags, wood, bundles, toys, Yard Waste, and other similar waste materials in cans or similar receptacles. Trash does not include items that are Contractor-Generated Waste or Exempt Waste.
62. **Yard Waste (or Yard Trash)** shall mean vegetative materials from normal yard and landscaping maintenance that is from the serviced property.
63. **Yard Waste Collection Service** shall mean the once per week collection of Yard Waste utilizing carts from Cart Customers (single family, duplex and multifamily).
64. **White Goods** shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the Customer and at the Residential Service Unit or Commercial Service Unit wherein the White Goods are collected. Any time White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
65. **Work Day** shall mean any day, Monday through Sunday.
66. **Undefined Amount of Solid Waste or Recyclables** shall mean the quantity of disposed material that can be placed in a Container by and still allow proper collection with the lid closed.

SECTION 3: COLLECTION SERVICES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR shall provide all Residential Services and Commercial Services, as defined in Section 3 herein, within the corporate limits of the TOWN, except as provided herein. Said service shall include:

3.1 RESIDENTIAL SOLID WASTE – GARBAGE AND TRASH

- (a) **All Residential Solid Waste.** The CONTRACTOR is responsible to collect all Solid Waste, Bulk Trash, and Recycling Materials in the Service Area. In the event the CONTRACTOR is not able to collect, CONTRACTOR is required to provide a Non-Collection Notice with the contractual reason for non-collection.
- (b) **Christmas Trees.** The CONTRACTOR shall collect Christmas Trees from all Residential Service Units at curbside at no additional cost to the Residential Service Unit or the TOWN on normal pickup days when the tree is placed in the Cart or on any Bulk Trash pickup day.
- (c) **Containers.** Containers provided by the CONTRACTOR shall meet accepted industry standards. TOWN will select the color of the Container; however, once the color is selected, all Containers of the same type shall be the same color. Carts shall have a capacity of not greater than ninety-six (96) gallons. The CONTRACTOR is not required to empty any Carts that exceed 150 pounds in weight.
- (d) **Container Repair or Replacement.**
 - (1) **Cart.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Collection Service Unit's Cart has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Cart or make repairs to the Container within two (2) Work Days of said notice. Each Residential Collection Service Unit shall be entitled to two (2) repairs or two (2) replacements of lost, destroyed, or stolen Containers within a rolling 24 month period at no cost

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

to the TOWN or the Residential Collection Service Unit. Additional replacement Containers or repairs shall be provided at the CONTRACTOR'S actual cost and charged to the Residential Collection Service Unit Customer, unless such damage was caused by CONTRACTOR.

- (2) **Dumpster.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Collection Service Unit's Dumpster has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Dumpster or make repairs to the Dumpster within four (4) Work Days of said notice.
- (e) **Collection Rates.** As of the effective date of this Agreement, the CONTRACTOR shall provide Collection Service for each type of service according to the Collection Rates shown in the corresponding Exhibits to this Contract, which are incorporated herein; unless specifically and expressly authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN.
- (e) **Collection Rates.** As of the effective date of this Agreement, the CONTRACTOR shall provide Collection Service for each type of service according to the Collection Rates shown in the corresponding Exhibits to this Contract, which are incorporated herein; unless specifically and expressly authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN.
- (f) **Service Levels Not Designated** – For Residential Solid Waste service levels not designated in this Agreement, the CONTRACTOR may provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and Customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the Customer. All said service levels, types, and rates shall be approved by the TOWN.
- (g) **Ownership** of Carts –Carts purchased by the CONTRACTOR shall be deemed to be owned by the CONTRACTOR, except that Carts in the possession of a Residential Collection Service Unit or the TOWN at the end of the Agreement shall be deemed to be owned by the TOWN.
- (h) **Yard Waste Collection Service.** The TOWN no longer has a Yard Waste Program. Residents who previously had a yard cart may continue to put their yard waste once a week. A replacement cart or additional cart shall be subject to a rental fee of _____. The Town has the option of implementing Yard Waste Collection Service for residential customers utilizing carts by providing the CONTRACTOR with written notice. Within 120 days of receipt of such written notice from the TOWN, the CONTRACTOR
- (4) Within 120 days of receipt of such written notice from the TOWN of its decision to implement yard waste service, the CONTRACTOR shall begin providing once a week residential and Multifamily (with carts service) yard waste collection service within one hundred and twenty (120) days of such notice. The fee for yard waste collection service paid to CONTRACTOR shall be negotiated by the parties prior to the implementation of the Yard Waste Program.
- (2) The fee for once a week yard waste collection service paid to CONTRACTOR shall be equal to the fee for once a week recycling collection. CONTRACTOR shall provide and deliver necessary yard waste carts at no additional cost or charge to the Customer or the

Commented [ECG1]: Added per conversation with Neysa, but do not know what the cost is.

Commented [LC2]: Do we need to change this ?

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Commented [ECG3]: If you decide to implement the program again, what will be the fees? Is that something you want to address now, or we can add language that the fees will be negotiated if/when the time comes.

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

~~TOWN, the ownership of which shall transfer to the TOWN upon the expiration or termination of this Agreement.~~

~~Should this Agreement terminate before the end of a three-year amortization period following the purchase of carts provide for in this Section, the TOWN shall reimburse the CONTRACTOR the unamortized capital cost of these carts. Example: One thousand Recycling Carts are purchased at a cost of \$50 per Cart and \$1.39 per Cart is amortized each month. If the Agreement terminates 30 months after the purchase of the Carts, the TOWN will reimburse the CONTRACTOR \$8,333 [1000 carts x \$1.39 per month x 6 month].~~

~~(3) For the first year of Yard Waste Collection Service, the Disposal Fee component of the monthly Collection Rate collected by the CONTRACTOR for Residential Waste Collection Service shall be considered sufficient to cover the actual cost of disposal of Yard Waste and there shall be no change to the rates charged. In the second year after implementation and subsequent years, the Disposal Fee component of the monthly charge to each Customer for Yard Waste Collection Service shall be based on the prior year's actual cost of disposal of Yard Waste from July 1st to June 31st, averaged over the number of total number of residential Container Customers plus any applicable CPI adjustment provided for in Section 6.8.1.2. This amount shall become the new disposal fee for yard waste collection in the monthly Collection Rate.~~

~~(4) The Solid Waste Disposal Fee for Residential Collection Services shall be adjusted as provided for in Section 6.8.1.2.~~

~~(5) An example of how subsections (2) and (3) above would work is shown in Table 3.1.~~

~~Table 3.1 Calculating the Collection and Disposal Rate
for Yard Waste Collection Service.~~

Monthly Rate for Single Family and Duplex				
	Service Components	11-1-11 Monthly Rates	If Yard Waste Implemented in 2012	11-1-13 Monthly Rate (1)
1	Solid Waste collection	\$4.15	\$4.15	\$4.15
2	Recycling collection	\$2.08	\$2.08	\$2.08
3	Yard Waste collection		\$2.08	\$2.08
4	Bulk Trash Collection	\$1.10	\$1.10	\$1.10

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Monthly Rate for Single Family and Duplex				
	Service Components	11-1-11 Monthly Rates	If Yard Waste Implemented in 2012	11-1-13 Monthly Rate (1)
5	Disposal Fee—Solid Waste	\$8.03	\$8.03	\$6.42 (2)
6	Disposal Fee—Yard Waste			\$1.11 (2)
	Total	\$15.35	\$17.44	\$16.94

Footnotes:

- (1) For the purpose of this example, the assumption is the disposal fee remains the same and there is no change in CPI.
- (2) The example is calculated on a Yard Waste Disposal Rate of \$50 per ton with twenty percent of the waste stream being diverted to Yard Waste Containers.
- Calculation: disposal fee of \$72.57 per ton; 1065 single family accounts; $8.03 \times 1065 = \$8,551.95$ monthly disposal fee; $\$8,551.95 / \$72.57 = 117.8$ tons per month; 80% of 117.8 = 94.3 tons of household waste per month; 20% = 23.6 tons of yard waste per month;

3.1.1 Residential Collection Service Units – Single Family, Duplex (Cart Service)

- (a) **Frequency.** The CONTRACTOR shall pick up, twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each residential unit.
- (b) **Suspension of Service.** Single Family or Duplex Residential Service Units may suspend service in accordance with the requirements of the Town Code of Ordinances.
- (c) **Placement of Carts.** CONTRACTOR shall pick up all Carts placed within three (3) feet of the street. Carts, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. Carts shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.
- (d) **Number of Carts.** CONTRACTOR will provide one (1) Cart to each Residential Service Unit, unless a smaller size Cart is requested by the Residential Service Unit and agreed upon by CONTRACTOR. In accordance with Chapter 10 of the Town Code, when a duplex is owned by a single person / entity, residents of the Duplexes units may share a common waste and recycling cart provided under a single account, provided it is sufficient to accommodate the joint usage without spillover. An additional waste cart requires an additional account.

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- (e) **Size of Carts.** The TOWN shall determine the size of the Carts for each class of service.
- (f) **Residential Off-Street Collection Service.** The CONTRACTOR shall provide off-street Collection for Solid Waste from Residential Collection Service Units if (a) all adult occupants residing therein are incapable of moving the Carts, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Collection Service Unit, and (c) the request is approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to Customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Collection Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Collection Service Unit.

3.1.2 Residential Collection Service Units – Multi Family with Cart Service

- (a) **Frequency.** The CONTRACTOR shall pick up twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each Residential Collection Service Unit at curbside or a designated location.
- (b) **Placement of Containers.** CONTRACTOR shall pick up all Carts placed within three (3) feet of the street. Carts, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonable possible to its original location. Carts shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.
- (c) **Number of Carts.** CONTRACTOR shall provide one (1) Cart for each Residential Collection Service Unit if requested, to accommodate the Solid Waste Collection needs of the Residential Collection Service Units. CONTRACTOR may reduce total numbers of Carts if collection is easily contained in a lesser number of Carts. The CONTRACTOR shall provide the number of Carts necessary for efficient and sanitary services based on the reasonable request of an authorized representative of the Residential Service Units, in accordance with the following:
 - (i) A “reasonable request” shall be made at least thirty (30) days prior to the desired date of pick-up or delivery of Carts.
 - (ii) A “reasonable request” shall be defined as any request for a number of Carts sufficient for efficient and sanitary services. Regardless of the actual number of Carts sufficient for efficient and sanitary services, the Residential Service Units shall pay the rate for the number of Carts equaling at least fifty percent (50%) of the number of residential dwelling units. If fifty percent (50%) is not a whole number, the minimum number of Carts will be rounded down; for example, eleven (11) residential dwelling units may request no fewer than five (5) Carts.
 - (iii) A reasonable request may be made up to two (2) times per fiscal year for free. Additional requests to have Carts picked up or delivered may be made, but shall require payment of a fee. The fee shall be twenty-five dollars (\$25) for the first four (4) Carts to be picked up or delivered; additional Carts may

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be requested to be picked up or delivered for a fee of fifteen dollars (\$15) each.

- (iv) In the event of disagreement about the reasonable number of Carts, the TOWN shall make the final determination.

3.1.3. Residential Collection Service Units – Multi Family Dumpster Service

- (a) **Number and Size; Frequency of Pickup.** The CONTRACTOR shall provide the sizes and numbers of Dumpsters necessary for efficient and sanitary services based on the reasonable request of an authorized representative of Residential Service Units. Dumpsters shall be picked up as frequently as volume demands, but not less than twice per week, at least three (3) days apart. The Account Holder and the CONTRACTOR shall mutually agree upon the size and frequency of pick-up of Dumpsters. The CONTRACTOR shall notify Account Holder if it is deemed necessary to increase service, and notify the TOWN of their intention to do so. Any dispute between Account Holder and CONTRACTOR shall be resolved by TOWN according to the process established by Town Code and the decision of the TOWN shall be final and binding.
- (b) **Dumpsters.** Dumpsters provided by the CONTRACTOR shall meet accepted industry standards. The CONTRACTOR shall maintain Dumpsters as necessary to maintain efficient and sanitary services.
- (c) **Placement of Dumpsters** - CONTRACTOR shall empty all Dumpsters from the Customer's Dumpster enclosure or where placed by the Customer on collection day. Dumpsters, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. No Dumpsters shall be placed by Customer or CONTRACTOR in the public right-of-way unless specific written approval has been given by the TOWN. Valet service may be provided by CONTRACTOR as a special service (see Exhibit 1).

3.2 RESIDENTIAL BULK WASTE

3.2.1 Bulk Waste Collection Schedule and Generation Location

The CONTRACTOR shall pick up Bulk Waste from each Residential Collection Service Unit once a month according to the annual schedule adopted by the TOWN.

All Bulk Waste shall be placed curbside for collection according to the TOWN Code and shall be generated from the Residential Collection Service Unit disposing of the Bulk Waste.

- 3.2.2 **Bulk Waste Service.** Bulk Waste Collection Services shall be provided by CONTRACTOR in accordance with the following service levels:

Residential Service Unit	Service Level
Single Family, Duplex	No Maximum

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Residential Service Unit	Service Level
Multi Family with Carts	One (1) cubic yard of Bulk Waste multiplied by the number of Solid Waste Carts from the Residential Service Units. For example, if an 11 unit Multi Family property has five (5) Solid Waste Carts, the CONTRACTOR shall collect up to five (5) cubic yards of Bulk Waste.
Mixed-Use Property	Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup.
Multi Family Dumpster Service	No Maximums

3.3 COMMERCIAL SOLID WASTE

- 3.3.1 **Commercial Solid Waste Collection Service** – The CONTRACTOR shall provide Commercial Solid Waste Collection Service as deemed necessary and as determined between the CONTRACTOR and the Customer. However, frequency shall be no less than two (2) times per week with no exception for Holiday(s) as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. The size of the Container or Dumpster and the frequency of Collection (meeting minimum requirements) shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste shall be placed outside the Container or Dumpster. Dumpster(s) and Container(s) shall be accessible to the CONTRACTOR'S crew and vehicles. In the event of disagreement about the size of Dumpster or frequency of collection, the TOWN shall make the final determination.
- 3.3.2 **Rates** - The CONTRACTOR shall provide Container(s) and Dumpster(s) at the approved rates as identified in Exhibit 24 and Exhibit 35 Compacted Dumpster Service, which are incorporated herein, and, unless specifically authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN unless specifically and expressly set forth herein. Customers may own their Dumpsters and/or Container(s) provided that the Customer shall be completely responsible for its proper maintenance and such Container(s) shall be of a type that can be serviced by the CONTRACTOR'S equipment.
- 3.3.3 **Service Levels not Designated** – For Commercial Solid Waste Collection service levels not designated, the CONTRACTOR shall provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and Customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the Customer. All said service levels, types, and rates shall be approved by the TOWN.

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- 3.3.4 **Placement of Dumpsters** - CONTRACTOR shall empty all Dumpsters from the Customer's Dumpster enclosure or where placed by the Customer on collection day. Dumpsters, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. No Dumpsters shall be placed by Customer or CONTRACTOR in the public right-of-way unless specific written approval has been given by the TOWN. Valet service may be provided by CONTRACTOR as a special service (see Exhibit 5).
- 3.3.5 **Dumpster Repair or Replacement.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Dumpster has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Dumpster or make repairs to the Dumpster within four (4) Work Days of said notice.

3.4 RECYCLING

The CONTRACTOR shall offer recycling services to all Commercial Recycling Collection Service Units; the fees for those services shall be agreed upon by the Commercial Recycling Collection Service Unit and the CONTRACTOR.

The CONTRACTOR shall provide Recycling Services to all Residential Service Units as described below.

- 3.4.1 CONTRACTOR shall provide Recycling Services to all Residential Collection Units one (1) day per week, on a regular scheduled Solid Waste pick up day. The services to be performed by the CONTRACTOR shall consist of Collection of all designated Recyclable Materials and transportation to the Designated Recycling Facility.
- 3.4.2 Should unanticipated events, circumstances, or changes in law arise that necessitate any additions or deletions to work described in this Section, including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications and any compensation to CONTRACTOR before undertaking any changes or revisions to such work.
- 3.4.3 **Purchase and Distribution:** CONTRACTOR shall provide one (1) Recycling Cart to each Residential Collection Service Unit – Single Family and Duplex and one (1) Recycling Cart for every Garbage Container required in Section 3.1.2 for Residential Collection Service Units – Multi Family with Containers. TOWN will select the color of the Container; however, once the color is selected, all Containers shall be the same color. The TOWN may select one alternative sized CART that the Residential Collection Service Unit may request from CONTRACTOR and CONTRACTOR shall promptly provide said carts to the Customers as directed by the Town at no charge to either the Customer or the Town. All Recycling Carts shall be capable of being emptied by mechanical equipment.
- a. The CONTRACTOR shall maintain sufficient Recycling Carts to ensure that extra or replacement Recycling Carts can be provided to Customers or properties in accordance with the terms and conditions of the Agreement. The CONTRACTOR'S employees shall take care to prevent damage to Recycling Carts by unnecessary rough treatment.

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- b. The CONTRACTOR shall purchase and distribute new Recycling Carts as requested by TOWN to existing Residential Collection Service Units for the term of this Agreement.
- c. The CONTRACTOR shall purchase and distribute Recycling Carts to new Residential Collection Service Units that are added to the Service Area during the term of the Agreement.

3.4.4 **Repair or Replacement** – Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Service Unit's Recycling Container has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Container to such Residential Service Unit or make repairs to the Container within two (2) Work Days of said notice. Each Residential Service Unit shall be entitled to two repairs or replacements of lost, destroyed, or stolen Containers within a two year period at no cost to the TOWN or the Residential Collection Service Unit. Additional replacement Containers or repairs shall be provided at the CONTRACTOR'S actual cost.

3.4.5 **Ownership** – Ownership of Recycling Carts purchased by the CONTRACTOR shall rest with the CONTRACTOR, except that ownership of Recycling Carts in the possession of a Residential Collection Service Unit or TOWN at the end of the Agreement shall rest with the TOWN.

3.4.6 **Recyclable Materials to be Collected** – The CONTRACTOR shall collect all Recyclable Materials that are accepted by the Designated Recycling Facility and that are placed in a Recycling Container.

3.4.7 **Contaminated Recyclable Materials** – The CONTRACTOR shall not collect Recyclable Materials that are significantly contaminated with non-Recyclable Materials.

The CONTRACTOR shall leave a Non-Collection Notice explaining why the material in the Recycling Cart was not collected and shall advise the Town that day of the non-collection. The CONTRACTOR shall not collect the Recyclable Materials until the Residential Service Unit segregates the Recyclable Materials from the contaminating material.

The TOWN shall approve the design of said notice, and the cost of printing said notice shall be borne by the CONTRACTOR.

The CONTRACTOR shall maintain a record of the address of any Residential Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.

3.4.8 **Recycling Containers for Residential Units Utilizing Dumpsters** – The CONTRACTOR shall provide the same level of Residential Recycling Service to Residential Units using Dumpsters as provided to the Residential Units – Multi Family as identified in Section 3.4. If the recycling volume is sufficient, upon request of an Account Holder, CONTRACTOR shall provide a recycling Dumpster instead of or in addition to Recycling Carts.

3.4.9 **Residential Off-Street Collection Service.** The CONTRACTOR shall provide off-street Collection for Recyclables from Residential Service Units if (a) all adult occupants residing therein are incapable of moving their carts, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Service Unit, and (c) the request is

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approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to Customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Service Unit.

3.5 DESIGNATED DISPOSAL FACILITY AND COMMINGLING OF WASTE

All Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials collected pursuant to this Agreement shall be delivered to facilities designated by the TOWN ("Designated Disposal Facilities"), with the exception of waste which is shown by affidavit to be destined for transportation to any destination outside of the State of Florida. A violation of this Section is a material breach of contract.

3.5.1 Disposal Facility Outside of Florida

Should CONTRACTOR direct waste to a location outside the State of Florida, it shall indemnify and hold harmless the TOWN for any action resulting from such disposal. CONTRACTOR specifically acknowledges that the prices in this Agreement include this indemnification and hold harmless obligation as a part of its cost for out of state delivery, and such cost is not to be interpreted as a penalty for, or barrier to, delivery of the waste by CONTRACTOR out of state.

3.5.2 Ownership and Commingling of Waste.

- (a) The TOWN shall retain ownership of all Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials until delivery to the Designated Disposal Facility.
- (b) In the event that CONTRACTOR commingles any materials collected under the terms and conditions of this Agreement with materials from other jurisdictions, CONTRACTOR shall indemnify and hold TOWN harmless from any and all losses, claims, or liability associated with the quantities of Solid Waste or other materials that were commingled.
- (c) CONTRACTOR shall inform TOWN and Town's Designated Disposal Facilities prior to commingling any materials and receive their approval. The Town Manager's approval shall not be unreasonably be withheld.

CONTRACTOR shall submit for the Town Manager's approval the formula for converting the tons of disposed commingled waste to cubic yards and then the calculation of the tons/yardage of Town waste from the total disposed. The formula may be revised from time to time at the request of either party. The Town Manager shall make the determination whether a revised formula may be approved.

3.5.3 Change in Designated Disposal Facility

In the event the TOWN changes the Designated Disposal Facility, TOWN shall give CONTRACTOR at least sixty (60) days-notice of the date the change is to go into effect.

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- (a) In such case, TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement that may be required in order to implement changes in the interest of the public welfare or due to change in law.
- (b) When such modifications to this Agreement are necessary, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section.
- (c) The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. In the event the parties cannot reach agreement within 30 days of the notice, then either party has the right to terminate this Agreement on 180 days written notice. During any such 180 day period, CONTRACTOR shall cooperate with TOWN in assuring a smooth transition to the new disposal facility or arrangement.

3.6 SPECIAL WASTE COLLECTION SERVICES

CONTRACTOR shall not be required to collect and/or dispose of Special Waste, Hazardous Waste, Biohazardous or Biomedical Waste, or Sludge, but may offer such service in the Service Area. All collection and disposal for those types of waste are not regulated or exclusive under this Agreement, but if provided by the CONTRACTOR, shall be in strict compliance with all federal, state, and local laws and regulations.

3.7 TOWN'S RIGHT TO DESIGNATE CONTAINER SIZE AND FREQUENCY OF PICK UP

The TOWN reserves the right to determine the frequency of pick up and the number and size of Containers needed at all Residential Service Units and Commercial Service Units within the TOWN'S corporate limits. The TOWN agrees not to designate more than three (3) sizes of Carts, which at this time are 95, 65 and 35 gallon Carts. TOWN shall give at least thirty (30) days-notice to CONTRACTOR of a change in Cart size; however, CONTRACTOR may continue to deploy existing Carts that are in their inventory. All new Carts thereafter shall be ordered in the size specified by TOWN.

If the TOWN determines that a change in frequency of service or Container size or number is necessary, the CONTRACTOR shall adjust the service accordingly. The Account Holder shall be responsible to pay for the adjusted service levels, whether increased or decreased.

3.8 MIXED USE PROPERTIES

3.8.1 **Defined** - The following terms are defined for purposes of this subsection 3.8 only:

- (a) *Mixed-use property* is defined as a property, which may contain more than one parcel or premises, containing both residential and non-residential uses. For the purposes of Solid Waste collection under this section, the non-residential uses shall not involve food sales or service.
- (b) *Small mixed-use property* is defined as a mixed-use property with a total area of 6,000 square feet or less.

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(c) *Large mixed-use property* is defined as a mixed-use property with a total area of greater than 6,000 square feet.

3.8.2 **Solid Waste and Bulk Waste Service** - As an alternative to the use of Dumpsters, property owners and tenants of mixed use properties may arrange for Solid Waste and Bulk Waste Collection as follows:

(a) *Small mixed-use property option.* The property owner or the single tenant of a small mixed-use property may arrange for a residential Cart that will also serve the non-residential use(s). Such owner or tenant shall be charged the residential Cart rate in Exhibit 1 in those cases where the Garbage from the entire property can be accommodated in one residential Cart, without spillover. In the event additional Carts are required, they shall be provided at the commercial Cart rate applicable to similar volumes of Garbage. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup

(b) *Large mixed-use property option.*

i. *Property owners.* The property owner of a mixed-use property in excess of a total area of 6,000 square feet may arrange for a single or multiple commercial containers that will also serve the residential use of the property, if the Container(s) is (are) of sufficient size to accommodate the joint usage without spillover. Such owner shall be charged the commercial Container rate. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup.

ii. *Tenants.* The tenant of a mixed-use property in excess of a total area of 6,000 square feet, who leases both non-residential space and a residential dwelling on the property, may arrange for a single or multiple commercial containers to serve both his or her residential and non-residential Garbage disposal needs, if the Container is of sufficient size to accommodate the joint usage without spillover. Such Tenants shall be charged the commercial Container rate. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup

3.8.3 **Other Requirements.** Mixed Use Properties opting to use Containers shall be governed by the in the same manner as similar customers for the disposal of Christmas trees, Container repair or replacement, and placement of Carts.

SECTION 4: EDUCATION SERVICES

The CONTRACTOR shall provide the following public education services about the TOWN'S Solid Waste, Bulk Waste, and Recycling Services. The CONTRACTOR shall be responsible for all expenses associated with the notices and educational services required herein. All notices, educational materials, and educational services shall be approved by the Town Manager prior to being printed and used by the CONTRACTOR.

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4.1 ANNUAL NOTICE TO CUSTOMERS

The CONTRACTOR shall design, print, and distribute an annual notice to all Residential and Commercial Customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service.

4.2 NOTICES TO NEW CUSTOMERS

The CONTRACTOR shall design, print, and distribute a notice to new Residential and Commercial Customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service. The notice shall be sent out not later than thirty (30) days after service begins.

4.3 NON-COLLECTION NOTICE

The CONTRACTOR shall not be required to collect any Solid Waste, Bulk Waste, or Recyclable Materials, within reason, which does not meet the requirements in this Agreement. The CONTRACTOR shall collect that portion of Solid Waste, Bulk Waste, or Recyclable Materials that meets the set-out requirement, and shall affix to the improper Garbage Can, Container, Bag, or other material a Non-Collection Notice explaining why Collection was not made. The TOWN shall approve the design of said notice and the cost of printing said notice shall be borne by the CONTRACTOR. The CONTRACTOR shall maintain a record of the address of any Customer where Solid Waste, Bulk Waste, or Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.

SECTION 5: HOURS OF COLLECTION, SCHEDULES, AND ROUTES

5.1 RESIDENTIAL SERVICES

Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., local time, and terminating no later than 6:00 p.m., local time, Monday through Saturday, with no service on Sunday.

5.2 COMMERCIAL SERVICES

Commercial Services shall be made with a minimum of noise and disturbance and shall be provided between the hours of 6:00 a.m., local time, and 6:00 p.m., local time, Monday through Sunday.

5.3 EXTENDED COLLECTION HOURS/DAYS

The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the TOWN.

5.4 QUIET ENJOYMENT

The receipt by the TOWN of a complaint pattern referencing noise or disturbances that occurred during the operating hours set forth in this Section shall be prima facie evidence of "disturbances" and the CONTRACTOR shall adjust the Commercial Service hours at such identified locations as

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the TOWN shall direct the CONTRACTOR in writing. The adjustment of such hours shall not result in a rate change for the CONTRACTOR.

5.5 SCHEDULES AND ROUTES

The CONTRACTOR shall submit proposed changes to routes and schedules to be approved by the Town Manager no later than ninety (90) calendar days prior to the proposed effective date of the change.

In the event of a temporary change in residential routes or schedules that will alter the day of Collection, the CONTRACTOR shall have said changes approved by the Town Manager at the earliest practical date. The CONTRACTOR shall bear all expenses for public education in the event of a change in residential routes (i.e. preparation of news releases, postage, copies, etc.).

The TOWN reserves the right to deny the CONTRACTOR'S vehicles access to certain streets, bridges, and public ways, inside the TOWN or outside the TOWN in route to Designated Disposal Facilities where it is in the best interest of the general public to do so due to conditions of streets and bridges. The CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures.

5.6 HOLIDAY PICK-UP SCHEDULE

Christmas is designated as a Holiday. The CONTRACTOR is not required to provide Solid Waste Cart, Bulk Waste, or recycling collection or maintain office hours on a Holiday. The TOWN reserves the right to add or delete designated holidays for the duration of this Agreement.

- 5.5.1 If Solid Waste Cart collection falls on a Holiday, then Solid Waste carts shall be collected on the Customer's next regularly scheduled pick-up day after the Holiday.
- 5.5.2 If recycling Cart collection falls on a Holiday, then recycling carts shall be collected on the Customer's Solid Waste collect date within that week. For example, if the Customer's Solid Waste Cart is collected on Monday and Thursday and the Holiday is on Monday, then the recycling Cart shall be collected Thursday of that Holiday week.
- 5.5.3 If Bulk Waste collection falls on a Holiday, the CONTRACTOR shall schedule Bulk Waste collection one week after the Holiday.
- 5.5.4 Dumpster collection shall not be affected by Holidays; however, nothing herein prevents the CONTRACTOR for making alternative arrangements for Holiday collection of dumpsters.

SECTION 6: CHARGES AND RATES

6.1 COLLECTION SERVICES

The CONTRACTOR shall be responsible for the establishment of all collection service accounts, billing and collection of payments for all accounts in accordance with the Collection Rates as they may subsequently be adjusted pursuant to this Agreement. Town shall bear no responsibility for unpaid accounts and CONTRACTOR may not terminate, suspend, or interrupt service based upon non-payment.

In the event of non-payment by a Customer, CONTRACTOR may pursue all legally available means for collection. In the event of non-payment by a Customer, CONTRACTOR, as its sole and exclusive remedy from the TOWN, shall (in writing) provide the name, address and amount of

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nonpayment to the TOWN and TOWN shall use its code enforcement prosecution process to attempt to collect the amount of the non-payment. Any amounts so collected by the Town, representing the amount of the nonpayment, shall be provided to the CONTRACTOR upon receipt by the TOWN. The TOWN shall not be responsible or liable in any way whatsoever, for any unpaid bills or for its inability to collect unpaid accounts and the TOWN shall not be required to foreclose on any code enforcement liens for unpaid service, though it may, at its sole option, undertake such action. CONTRACTOR shall be responsible for all costs incurred in the collection of Solid Waste and other materials as required herein, including but not limited to, cost of equipment, employees and related costs, disposal fees, fuel and maintenance, administration, and all other costs incurred in the provision of the required services. The TOWN shall bear no responsibility for any costs unless specifically and expressly provided for herein. The Account Holder's only obligation shall be to pay the charges set forth in the appropriate Exhibits setting forth charges or as otherwise specifically and expressly set forth herein.

6.2 SPECIAL COLLECTION SERVICES

The CONTRACTOR shall be responsible for the billing and collection of payments for Special Collection Services. Rates for Special Collection Services are set in Exhibit 5 for the term of the Agreement and are not subject to annual rate increases.

Special Collection Services for current and future TOWN facilities shall be provided at the request of the TOWN and at the expense of the CONTRACTOR.

6.3 CHANGE IN BILLING PRACTICES; DISPOSAL FEES

6.3.1 The TOWN reserves the right at any time to change billing and collections responsibilities for Residential and Commercial accounts. To the extent that TOWN elects to assume billing and collections responsibilities for Residential and or Commercial accounts, the CONTRACTOR will compensate TOWN for providing such service in the form of a monthly administrative fee equal to ten percent (10%) of the Collection element of the Rates shown in the then current Collection Rates.

6.3.2 The TOWN reserves the right at any time to elect to pay Disposal Charges directly for Solid Waste disposed through Cart Service, Dumpster Service, or both. Upon written notice to the Contractor of the Town's intent to pay for Disposal Charges for a particular class of Customer and on the date set forth in the notice, the CONTRACTOR shall be responsible for reimbursement to the Town as set forth below.

6.3.2.1 Cart Service. CONTRACTOR shall submit to TOWN all revenues collected from the Disposal Fee component of the Collection Rates within thirty days of collection.

6.3.2.2 Dumpster Service. Since there is no Disposal Fee component in the Dumpster Collection Rate, the amount submitted to TOWN shall be calculated based on the percentage of the Disposal Charge to the total Collection Rate for the previous twelve months.

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6.4 APPROVED COLLECTION RATES

The rates shown in the Collection Rate Exhibits shall apply to all Residential Service Units and Commercial Service Units within the corporate limits of the TOWN.

6.5 FRANCHISE FEES AND ADMINISTRATIVE FEE

6.5.1 In consideration of the privilege granted to the CONTRACTOR to use and occupy the streets, alleys, bridges, easements, and other public places of the TOWN, pursuant to this Agreement and the right to charge the fees set forth herein, the CONTRACTOR shall pay to the TOWN a Franchise Fee for all services CONTRACTOR provides under this Agreement within the TOWN'S municipal corporate limits. Franchise Fees for Residential Collection Services shall be established equal to three point seventy six percent (3.76%) of gross revenues. Franchise Fees for Commercial Collection Services shall be established at ten percent (10%) of gross revenues. CONTRACTOR shall submit payment to the TOWN monthly for the duration of this Agreement, as amended from time to time. Franchise fees are included in the Collection Rates set forth in the Exhibits but CONTRACTOR may show the Franchise Fee separately on the Customer's bill.

6.5.1.1 CONTRACTOR shall submit to the TOWN on a monthly basis, the payment of the Franchise Fee and a financial statement setting forth the computation of Gross Revenues used to calculate the Franchise Fee for the preceding month and a detailed explanation of the method of computation that is acceptable to the TOWN Finance Director. The CONTRACTOR'S chief Financial Officer or designee shall certify the statement financial. The CONTRACTOR will bear the cost of the preparation of such financial statements.

6.5.1.2 Subject to applicable law, the acceptance by the TOWN of any Franchise Fee payment shall not be construed, as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the TOWN may have for additional sums payable. The Franchise Fee payment is not a payment in lieu of any other tax, fee, or assessment.

6.5.2 In addition to the Franchise Fee provided for in Section 6.5.1, an Administrative Fee equal to three point seventy six percent (3.76%) of the gross revenue, excluding Franchise Fees, from single family/duplex residential collection services shall be paid TOWN at the time of collection. Example: A single family accounts pay \$15 per month plus \$0.56 in Franchise Fees for a total of \$15.56. The Administrative Fee is calculated on the \$15 and not the on the total of \$15.56. The financial statement required in 6.5.1.1 shall include the documentation necessary to verify the Administrative Fee payment.

6.6 ADDITIONAL SERVICES

6.6.1 As determined by the Town Commission, the TOWN may provide additional Solid Waste services such as, but not limited to, recycling incentive programs and related education services. At the TOWN's option, it may increase the monthly Collection Rate for various classes of Customers to fund these additional services. For as long as CONTRACTOR does the Solid Waste billing, upon receipt, CONTRACTOR shall pay to the TOWN at the end of each month, the increased amount collected for these additional services.

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6.6.2 Upon request by TOWN, CONTRACTOR shall provide once per month electronic waste collection from residents at no additional cost to TOWN or residents.

6.7 RECYCLING REVENUES

The TOWN shall retain all sums received from the sale of Recyclable Materials as a result of the CONTRACTOR'S provision of Recycling services for all Residential Service Units, Community Events, and TOWN facilities. CONTRACTOR shall take all steps necessary to ensure that payments from the Designated Recycling Facility resulting from the sale of Recyclable Materials are paid directly to the TOWN and not the CONTRACTOR. The CONTRACTOR shall maintain proper and accurate records to reflect the weight, by sort category, of the Recyclable Materials recovered each month, including copies of receipts from the Designated Recycling Facility.

6.8 CHANGES TO EXHIBITS TO REFLECT CHANGES IN RATES

The Collection Rates provided herein are subject to change as set forth below. The Exhibits to this Agreement stating the rates to be charged hereunder shall be amended to reflect changes in the Disposal Charge and in the Consumer Price Index, as provided in this Section. The amended Exhibits shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement.

6.8.1 DISPOSAL FEE ADJUSTMENT

Upon the written request of either the CONTRACTOR or TOWN, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for a Disposal Fee adjustment, the Disposal Fee component of the Monthly Collection Rate (as set forth in the Exhibits to this Agreement) shall be adjusted, on the first of the month closest to the effective date of such change in Disposal Rate(s) or 60-days of after the request, whichever is later. The change shall reflect the percentage change (either an increase or decrease) in the Disposal Rate. If a proposed change in the Disposal component is approved by the Town Manager, then such change shall be reflected on an amended exhibit as set forth in this subsection.

6.8.2 CPI INCREASE.

Upon the written request of either the CONTRACTOR or TOWN, and once documentation demonstrating the basis for a CPI adjustment has been submitted acceptable to the Town Manager, the Collection component of the monthly collection rate shall be adjusted, effective October 1 of each year, or 60-days after the request, whichever is later, to account for the change in the annual Consumer Price Index, from the previous period from June 1 to May 31 prior to the October 1 adjustment date, based on the All Urban Consumers, Miami/Fort Lauderdale Region. No CPI adjustment shall be greater than five percent (5%). When the proposed change in the Collection component is approved by the Town Manager, the appropriate Exhibit to this Agreement shall be amended as provided for in this subsection.

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SECTION 7: SERVICES TO TOWN

7.1 TOWN FACILITIES AND PROPERTY

The CONTRACTOR shall provide Solid Waste Collection, Bulk Waste Collection, Roll-Off Collection and Recycling Collection and disposal to all current and future TOWN owned and/or operated facilities and property, or project sites without charge to the TOWN. Containers, Dumpsters, and Roll-Offs shall be furnished and maintained by the CONTRACTOR at no charge to the TOWN. The size of the Containers, Dumpsters, and Roll-Offs and the frequency of pick-up service for said facilities shall be at such intervals as determined by the TOWN.

7.2 TOWN SPONSORED SPECIAL EVENTS

The CONTRACTOR shall provide Solid Waste and Recycling Containers, portable toilets and/or Roll-offs, as well as Collection of receptacles, for up to a maximum of twelve (12) Town Sponsored Special Events per year for the term of the Agreement at no cost to the TOWN or Special Event co-sponsors. The CONTRACTOR shall remove said receptacles on an on-call basis. The TOWN shall determine the size and number of said receptacles to be provided by the CONTRACTOR. The CONTRACTOR shall be responsible for the expenses of Containers, portable toilets and/or Roll-offs rental and maintenance, Collection, Disposal Charges, and all other related expenses incurred for the Town Sponsored Special Events.

7.3 TOWN DEDICATED TRUCK

The CONTRACTOR shall maintain a dedicated truck for Town solid waste collection and residential recycling collection. In the event the truck dedicated for Town solid waste collection and residential recycling collection breaks down, the CONTRACTOR shall immediately provide another collection truck from its fleet to be dedicated for Town solid waste collection and residential recycling collection.

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SECTION 8: EMERGENCY SERVICE PROVISIONS

8.1 SUSPENSION OF COLLECTION SERVICES

In an emergency event such as a hurricane, tornado, major storm, natural or manmade disaster, or other such event, the TOWN may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the TOWN when it is anticipated that normal routes and schedules can be resumed.

8.2 EMERGENCY EVENTS CLEAN-UP

The clean-up from emergency events is not exclusive to this Agreement. The TOWN reserves the right to select the CONTRACTOR and/or another agency and/or company to perform the clean-up from emergency event(s). The CONTRACTOR shall, by request of the TOWN, work jointly with other agencies and/or companies during emergency events. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours, and other documented expenses.

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8.3 EMERGENCY PREPAREDNESS PLAN AND SERVICE RATES

In the event that the CONTRACTOR wants to propose changes in CONTRACTORS' Emergency Preparedness Plan (**Exhibit 6**), CONTRACTOR shall submit such changes to the TOWN by April 15th of any year, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for the changes, the changes shall normally be effective the following October 1st unless an earlier date is approved by the Town Manager. The rates and fee schedule in the Plan must be reasonable and within market rates. In no event shall the rates change by more than the CPI adjustment provided for in Section 6.8.

The CONTRACTOR shall perform debris removal services when requested by the TOWN. The CONTRACTOR shall begin to assist the TOWN to clear roads and remove storm debris with heavy equipment within twenty-four (24) hours after the event passes if provided written authorization and direction from the Town Manager or designee. The CONTRACTOR shall begin a significant effort to remove vegetative and construction and demolition materials debris within seventy-two (72) hours after the event passes, provided the CONTRACTOR has received written authorization and approval from the Town Manager or designee. The equipment and manpower resources and other particulars will be identified in the Emergency Preparedness Plan. CONTRACTOR shall be responsible for the preparation of all documents and forms and support information required by Federal Emergency Management Agency (**FEMA**). The CONTRACTOR within the time limits established by FEMA for such filings shall submit such documents, forms and information to the TOWN. CONTRACTOR shall refund to TOWN any payment to CONTRACTOR that is otherwise qualified for reimbursement but is rejected by FEMA due to the CONTRACTOR provided documentation.

8.4 CHANGES TO EXHIBITS TO REFLECT CHANGES IN RATES

The Emergency Service Rates provided herein are subject to change as set forth above. The Exhibit to this Agreement stating the rates shall be amended to reflect changes as provided in this Section. The amended Exhibit shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement.

SECTION 9: CONTRACTOR'S RELATION TO TOWN

9.1 CONTRACTOR REPRESENTATIVE; FIELD SUPERVISORS; AVAILABILITY

The CONTRACTOR shall cooperate with the TOWN in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. As such, the CONTRACTOR shall have a competent and reliable representative on duty that is authorized to receive orders and to act on ~~its~~ CONTRACTOR'S behalf. The CONTRACTOR agrees that the TOWN shall have twenty-four (24) hour access to said representative. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR'S said representative(s) shall not meet the requirements of this Section. Additionally, CONTRACTOR agrees to designate one Field Supervisor, who shall oversee the Collection Service provided under this Agreement, including driving through the Town routes and addressing and correcting any issues that may arise. One Field Supervisor will be dedicated to oversee residential and commercial container services related to residential, multifamily complexes and businesses. The Field Supervisor shall have immediate access to an automobile or truck between 6:00 a.m. and 7:00 p.m., every day. At all times during

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the term of this Agreement, the Town designated personnel shall have immediate access to the Field Supervisor by telephone and electronic mail.

9.2 INDEPENDENT CONTRACTOR

It is expressly agreed and understood that CONTRACTOR is in all respects an independent CONTRACTOR as to the work. Even though in certain respects, CONTRACTOR may be required to follow the direction of the Town Manager or the TOWN'S designated representative, the CONTRACTOR is in no respect an agent, servant, or employee of the TOWN.

9.3 SUPERVISION OF AGREEMENT PERFORMANCE

The Town Manager, or the TOWN'S designated representative, is hereby designated as the public official responsible for the administration of this Agreement by the TOWN, and, in such capacity, they are charged with the overall, general supervision of CONTRACTOR'S performance hereunder. CONTRACTOR shall diligently work with the Town Manager or the TOWN'S designated representative, to formulate and to adopt guidelines and procedures to facilitate the supervision and review of its performance.

9.4 WEIGHT TICKETS

The CONTRACTOR shall retain the weight ticket from the Designated Disposal Facility for the Collection of Solid Waste, Bulk Waste, or other materials from Residential Service Units or Commercial Service Units delivered from the TOWN and the weight tickets from the Designated Recycling Facility for the Recyclable Materials delivered from the TOWN for review by the TOWN upon reasonable notice according to the requirements of Sec. 9.6. Said data shall be reviewed at CONTRACTOR'S offices. If the CONTRACTOR fails to provide the above data or additional data requested by the TOWN, the TOWN reserves the right to impose a penalty or withhold payment for services as provided in the Agreement or to terminate this Agreement.

9.5 REPORTS

- 9.5.1 **Monthly Complaints and Missed Collection.** CONTRACTOR shall maintain an accurate and up-to-date log of date, time, and address of all complaints received and missed Collections, the disposition thereof, actions taken to resolve the complaints or missed Collections, and the date and time the complaints or missed Collections were resolved. The CONTRACTOR shall provide the complaint log to the TOWN in the form of a monthly report in Microsoft Excel or an alternative computer program selected by the TOWN, no later than the fifteenth (15th) day of each month, or upon request by the TOWN.
- 9.5.2 The TOWN reserves the right to correct a complaint if the complaint is not corrected within twenty-four (24) hours of notification to the CONTRACTOR. The TOWN reserves the right to impose a penalty in these cases. If the CONTRACTOR fails to provide the above data, or additional data requested by the TOWN, the TOWN reserves the right to withhold payment for services or impose the penalty provided in Sections 11.
- 9.5.3 The CONTRACTOR shall provide TOWN a semi-annual fiscal year reports (submitted by April 30) and an annual report (submitted by October 31st) that includes, but not limited to, tonnage collected per week by Customer type for the different types of services provided and the number of accounts by type.

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9.5.4 TOWN may require other reports that may be reasonable necessary for the management of the TOWN Solid Waste system.

9.6 RECORDS, AUDIT AND INSPECTION OF WORK RIGHTS

The CONTRACTOR shall keep books and records utilizing a computerized record-keeping program and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to services provided and fees charged pursuant to this Agreement. Such records shall include complete and legible daily attendance and enrollment records.

Upon providing reasonable notice, such books and records will be available at all reasonable times for examination and audit by the TOWN and its representatives, and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records may be grounds for disallowance by the TOWN of any fees or expenses based upon such entries.

9.7 FACILITY INSPECTION RIGHTS

The TOWN may, at reasonable times during the term hereof, inspect the CONTRACTOR'S facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by the CONTRACTOR under this Agreement conform to the terms hereof and/or the terms of the solicitation documents, if applicable. The CONTRACTOR shall make available to the TOWN all facilities and assistance to facilitate the performance of inspections by the TOWN'S representatives.

9.8 LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO UNUSUAL CIRCUMSTANCES

It is expressly agreed that in no event shall the TOWN be liable or responsible to the CONTRACTOR, or to any other person, on account of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the TOWN or the CONTRACTOR, or on account of any delay from any cause over which the TOWN has no control. The CONTRACTOR shall not be responsible for delays or non-performance of the terms and provisions of this Agreement where such delays or non-performance are caused by events or circumstances beyond the control of the CONTRACTOR. The CONTRACTOR shall not be entitled to compensation for such period of time as the delay or non-performance shall continue, but will be entitled to pro-rata compensation once said work has been completed. In the event of a strike of the employees of CONTRACTOR, or any other similar labor dispute which makes performance of this Agreement by the CONTRACTOR substantially impossible, CONTRACTOR agrees that the TOWN shall have the right to call the bond hereinafter described within one (1) week of such action and engage another person, firm, town attorney or corporation to provide necessary services with the bond proceeds applied to pay any difference between the Agreement price in effect and the costs charged by the successor company. In the event the bond is called, the TOWN will first call and use the cash/surety bond posted by the CONTRACTOR.

9.9 BREACH OF AGREEMENT

If, in the opinion of the Town Manager, or the designated TOWN representative, there has been a material breach of Agreement, the Town Manager, or designated TOWN representative, shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a

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breach of Agreement. If, within a period of ten (10) calendar days from the date of CONTRACTOR'S receipt of the notice, the CONTRACTOR has not eliminated or otherwise cured the conditions considered to be a breach of Agreement, the Town Manager shall so notify the Town Commission in writing, and a public hearing shall be set for a date within fifteen (15) calendar days of such notice to the Town Commission. On the date of the hearing, the Town Commission shall hear from the CONTRACTOR and the Town Commission shall make a final determination as to whether or not there has been a breach of Agreement and direct what further action shall be taken by the TOWN, as hereinafter provided. Pending resolution of the alleged breach, the provisions of Section 20 shall govern the CONTRACTOR.

9.10 TERMINATION

If the CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, for any cause not excused as provided herein, and the Town Commission makes a final determination that a breach has occurred, and if the CONTRACTOR fails to cure such default within five (5) Business Days after the receipt of such notice from the Town Commission, the TOWN may thereupon, by action of the Town Commission, declare the Agreement terminated and in default. Upon such declaration of cancellation or breach, the TOWN may take over the work or any portion thereof or engage another firm to take over the work or any portion thereof. The CONTRACTOR shall pay the TOWN for any payments due for services rendered by the CONTRACTOR prior to termination of the Agreement. Such cancellation of the Agreement shall not relieve the CONTRACTOR or the cash/surety of liability for failure to faithfully perform this Agreement, and, in case the expense incurred by the TOWN in performing or causing to be performed the work and services provided for in said Agreement shall exceed the sum which would have been payable under this Agreement, then the CONTRACTOR, and the cash/surety, to the extent of its obligation, shall be liable to the TOWN in the amount of any such expenses in excess of the Agreement price. The TOWN may apply the cash bond in its possession toward any and all damages incurred as a direct or indirect result of failure by the CONTRACTOR to properly perform its obligations under this Agreement and it may look to the cash/surety, the CONTRACTOR and any guarantor for additional damages. The CONTRACTOR'S cash/surety or security will not be released until such time as the term of this Agreement otherwise expires.

9.11 DELINQUENT PAYMENTS

The TOWN is entitled to a late fee for any payment due the TOWN that is delinquent more than 10-calendar days. The late fee shall be charged at the rate of .0005 per day for each calendar day the payment is delayed up to the day the payment is postmarked (example: \$10,000 payment X .0005 = \$5.00 per day late fee.)

SECTION 10: CUSTOMER RELATIONS

10.1 CUSTOMER OFFICE HOURS

The CONTRACTOR shall take all reasonable steps and do all things necessary to ensure good and harmonious Customer relations in the TOWN. The CONTRACTOR agrees that it shall have telephone service via a non-toll call from the TOWN. The non-toll telephone service shall be listed in the name in which the company is doing business as the CONTRACTOR. The CONTRACTOR'S employee(s), whom shall be familiar with the TOWN, shall staff the telephone service from 7:00 a.m., local time, till 5:00 p.m., local time, Monday through Friday and Saturday

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from 7 a.m. until 12:00 p.m., and Saturday Emergency Contact from 12:00 p.m. to 6:00 p.m. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR'S employee(s) shall not meet the requirements of this Section.

10.2 MISSED COLLECTIONS

If the Collection of any Residential Service Unit or Commercial Service Unit is missed during the regular route Collection, the CONTRACTOR shall ensure that the missed Collection shall be picked up on the same day if CONTRACTOR becomes aware of the missed collection or if notification was received by the CONTRACTOR before 12:00 p.m., local time, otherwise the missed Collection shall be picked up before 12:00 p.m., local time, on the next Work Day.

Any deviation from the requirements of this provision must be approved by the Town Manager, or the TOWN'S designated representative. If the CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Agreement, the TOWN reserves the right to ensure that the Collection is made, either with its own workforce or an outside source, and to charge all costs, plus reasonable overhead, to the CONTRACTOR in the manner deemed to be in the best interest of the TOWN. Such a manner may include, but is not limited to, withholding the amount of the costs, plus reasonable overhead, from any monies owed to the CONTRACTOR.

The CONTRACTOR shall not be required to collect Solid Waste or Bulk Waste material from curbside that is non-conforming; however, in each such case, the CONTRACTOR shall notify each resident by using a Non-Collection Notice which can be a sticker, tag, or door hanger, in a form approved by the TOWN, notifying the resident of the problem and how the Customer needs to correct the problem. The CONTRACTOR shall then notify the TOWN of the location every time a non-conforming location is noticed.

10.3 SPILLAGE AND LITTER

The CONTRACTOR shall not be responsible for cleaning up sanitary conditions around Containers, or Roll-off Containers caused by the carelessness of the Customer; however, the CONTRACTOR shall clean up any, and all, Solid Waste, Bulk Waste, Recyclable Materials, or other refuse materials including leakage of fluids spilled from Containers, Dumpsters, Roll-off Containers, Recycling Bins, Recycling Containers, and Collection vehicles by the CONTRACTOR, CONTRACTOR'S vehicles, or the CONTRACTOR'S employees. During transport, all Solid Waste, Bulk Waste, and Recyclable Materials shall be contained, covered, or enclosed so that leaking, spilling, and blowing of the Solid Waste, Bulk Waste, and Recyclable Materials is prevented. The CONTRACTOR shall be responsible for the cleanup of any spillage or leakage caused by the CONTRACTOR, CONTRACTOR'S vehicles, or the CONTRACTOR'S employees. Said cleanup shall be completed at the CONTRACTOR(s) expense within four (4) hours of CONTRACTOR becoming aware of the spillage or leakage.

SECTION 11: PENALTIES

Based upon an investigation, the Town Manager shall determine whether penalties shall be assessed against the CONTRACTOR for failure to comply with provisions described in the Agreement. Factors to be considered include, but are not limited to, acts of God, repeated occurrences of similar types, witnesses, and documentation of the incident. The Town Manager, in consultation with the Town Attorney, shall

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make the determination as to when repeated occurrences of failure to comply with the provisions of the Agreement arise to a material breach of the Agreement pursuant to section 9.9.

The CONTRACTOR shall have five (5) Calendar Days from the date of the written notice to CONTRACTOR to file a written letter of protest with the Town Manager. If the protest is filed within five (5) Calendar Days excluding Saturday and Sunday, the Town Manager, or individuals appointed by the Town Manager, shall conduct a formal review of each filed protest. The determination of the Town Manager and/or her designated representative shall be final.

Failure by the CONTRACTOR to remedy the cause of any complaint within the time indicated, failure to comply with Agreement provisions, or performance failures shall result in the Town Manager imposing penalties, or any other legal means available. Verified complaints of sloppy service provided by CONTRACTOR, including, but not limited to Solid Waste, Bulk Waste, and Recyclable Materials being left in the roadway or Carts not being returned to the point of Collection shall be resolved by the CONTRACTOR on the day of the verified complaint. Penalties are as set forth below:

- 11.1 **Spillage and Litter** – Failure to clean up spilled material from loading and/or transporting. Each failure shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00).
- 11.2 **Collection Misses** – Failure or neglect to collect properly prepared Solid Waste, Yard Waste, Bulk Waste, or properly prepared Recyclable Materials from any Customer on the regular scheduled Collection day. Each failure shall result in the imposition of a One Hundred Dollar (\$100.00) penalty. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) each day.
- 11.3 **Route Completion** – Failure or neglect to complete each route (including missing whole streets) on the regularly scheduled Collection day according to the time schedule in Sections 5.1 or 5.2. Each failure shall result in the imposition of a Five Hundred Dollar (\$500.00) penalty each day, in addition to the penalty assessed for the individual Collection misses. An extension of time authorized by the TOWN pursuant to Section 5.3 shall not be considered a failure to complete a route.
- 11.4 **Mixing Materials** – Mixing Recyclables with Solid Waste, or any other material intended to be collected separately, during Collection shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00) for each instance.
- 11.5 **Mixing Commercial and Residential Program Recyclables** – Mixing Commercial Program Recyclables and Residential Program Recyclables during Collection shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00).
- 11.6 **Customer Complaints other than Collection Misses** – Failure to resolve complaints other than Collection misses within the time provided in the Agreement or for all other complaints within five (5) Work Days from the day of notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each instance and \$10 per day starting on the sixth (6th) day.
- 11.7 **Disposing at Non-Designated Disposal Facility** – Failure to dispose of Solid Waste, Yard Waste, Bulk Trash or Recyclable Materials collected in the TOWN as required by Section 3.5 of this Agreement or as directed by TOWN shall result in the imposition of a Two Thousand Dollar (\$2,000.00) penalty for each instance; each instance shall mean each day of collected

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Waste or Recyclable Materials that is not disposed of pursuant to Section 3.5 or as directed by TOWN.

- 11.8 **Chronic Complaint Problems** – Failure or neglect to correct chronic problems (chronic shall mean three (3) or more similar verifiable complaints within a rolling twelve (12) month period) in any category of service shall result in the imposition of a Two Hundred Fifty Dollars (\$250.00) penalty for each occurrence after the third verifiable complaint. Each day that a chronic problem is not corrected is considered to be a new occurrence.
- 11.9 **Chronic Equipment Problems** – Failure or neglect to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem within a rolling twelve (12) month period) shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each occurrence after the third occurrence. Each day of a chronic equipment problem is considered an occurrence.
- 11.11 **Miscellaneous Deficiencies and Infractions** – A penalty in the amount of One Hundred Dollars (\$100.00) may be levied by the Town Manager for the following deficiencies and infractions: failure to maintain equipment in a clean, safe, and sanitary manner; failure to have vehicle operators properly licensed; failure to maintain office hours as identified in the Agreement; failure to properly cover materials in Collection Vehicles; and failure to comply with the hours of operation as identified in the Agreement.
- 11.12 **CONTRACTOR Reports** – Failure to provide the reports required by the Agreement as provided in Section 9 subsequent to the Transition Period. For each day of delay, a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) shall be assessed. In addition, the TOWN shall withhold payment for services until receipt of reports.
- 11.14 **Post Disaster/Storm Cleanup** – Unless waived by the TOWN MANAGER, failure of the CONTRACTOR to begin a good faith effort to remove vegetative materials and construction and demolition debris within twenty-four (24) hours after the storm event passes and failure to begin a significant effort to remove vegetative materials and construction and demolition debris within seventy-two (72) hours after the storm event, provided the CONTRACTOR has first secured written authorization and approval from the Town Manager. A penalty in the amount of Five Thousand Dollars (\$5,000.00) will be assessed each day for each infraction.

SECTION 12: RESERVED

SECTION 13: PERFORMANCE BOND AND CORPORATE GUARANTY

- 13.1 The CONTRACTOR shall furnish at its own cost, to the TOWN, an irrevocable Performance Bond, in form and content approved by the TOWN Attorney for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of One Million Dollars (\$1,000,000.00)

Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed twenty percent (20%) of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years; further, all bonds shall contain all provisions

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required by §255.05, Florida Statutes, guarantee the performance of the Agreement, and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the TOWN and upon agreement of the TOWN.

Maintenance of said bond and the performance by the CONTRACTOR of all of the obligations under this paragraph shall not relieve the CONTRACTOR of liability under the default provisions set forth in this Agreement or from any other liability as a result of any material breach hereunder. The Performance Bond may be "called" in the event of any default hereunder by the CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to the TOWN against the CONTRACTOR for breach, default, or damages hereunder.

The TOWN reserves the right to increase the Performance Bond amount in the event of a change in the Designated Disposal Facility or due to the duration of the renewal periods.

- 13.2 The CONTRACTOR shall cause to be obtained a corporate guaranty of PARENT COMPANY ("Guarantor"), whereby the Guarantor shall guarantee all of the obligations of the CONTRACTOR under this Agreement. The guarantee shall be in a form and content approved by the TOWN Attorney.

SECTION 14: EQUIPMENT AND PERSONNEL

14.1 VEHICLES AND COLLECTION EQUIPMENT

The CONTRACTOR shall provide and maintain and have available at all times the necessary amount of Collection trucks and equipment to perform the work as specified herein. During severe storms and emergencies, the CONTRACTOR shall have sufficient vehicles, personnel, containers, etc. in order to meet the needs of the TOWN.

14.2 EQUIPMENT IN GOOD REPAIR

The CONTRACTOR shall use Collection vehicles within the TOWN that are professionally painted, with bodies that are watertight to a depth of not less than eighteen inches (18"), with solid sides, without body damage, solid tires as approved by the Florida Department of Transportation. The average age of the CONTRACTOR'S Collection vehicles that are used within the TOWN shall not exceed four (4) years, with no vehicle over seven (7) years. All vehicles shall be equipped with operational radio transceiver capable of communicating with the CONTRACTOR'S dispatch from anywhere in the TOWN and cell phone. Each collection truck shall be equipped with a video recording system capable of recording vehicle speed, driver behaviors, accidents and collection of containers. Video recording shall be kept for at least 48 hours and made available to the TOWN upon its request. The CONTRACTOR shall provide sufficient equipment, in proper operating condition so regular schedules and routes of Collection can be maintained. The CONTRACTOR shall perform a routine inspection during the service day to ensure hydraulic and other fluids are not leaking and staining TOWN streets. Equipment is to be maintained in reasonable, safe, working condition. CONTRACTOR shall make available an annual maintenance plan of the equipment for approval by the TOWN.

Collection vehicles shall be painted with the company color scheme, with the name of the CONTRACTOR and the number of the vehicle printed in letters not less than four inches (4") high,

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on each side of the vehicle, and vehicles shall be ~~numbered~~numbered, and a record kept of the vehicle to which each number is assigned.

No advertising shall be permitted on Vehicles, Containers, or Roll-offs or any other equipment servicing the TOWN. The CONTRACTOR is required to keep Collection vehicles and Dumpsters cleaned and painted to present a pleasing appearance. The CONTRACTOR shall make available for approval by the TOWN a schedule showing the frequency of the cleaning and painting of the vehicles, the age, and miles of the vehicle.

Each non-packer Collection vehicle shall be equipped with a cover, which may be net with mesh, or tarpaulin, or fully enclosed top. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Facility, or when parked, if the contents are likely to be scattered if not covered.

Collection vehicles shall not be overloaded so as to scatter collected material, however, if material is scattered from the CONTRACTOR'S Collection vehicle for any reason, it shall be picked up immediately. Each Collection vehicle shall have a fork, shovel, and broom for this purpose. The CONTRACTOR'S Collection vehicles are not to interfere unduly with vehicular or pedestrian traffic and are not to be left unattended, and shall move with the traffic flow.

14.3 CONTRACTOR'S PERSONNEL

The CONTRACTOR shall assign a qualified person to be the Route Superintendent in charge of its operations within the TOWN, and shall give the name or names of the CONTRACTOR'S representatives to the TOWN. The CONTRACTOR shall also provide information regarding the experience of the CONTRACTOR'S representatives. The CONTRACTOR shall adhere to the following requirements:

- 14.3.1 Each driver shall, at all times, carry a valid Florida driver's license for the type of vehicle they are driving.
- 14.3.2 All employees and subcontractors of the CONTRACTOR shall be considered to be, at all times, the sole employees or subcontractors of the CONTRACTOR under its sole discretion and not an employee, subcontractor, or agent of the TOWN. The CONTRACTOR shall supply competent and physically capable employees and subcontractors. The TOWN may require the CONTRACTOR to remove any employee or subcontractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the TOWN.
- 14.3.3. The direction and supervision of Collection and disposal and salvage recycling operations shall be by competent, qualified, and sober personnel, and the CONTRACTOR shall devote sufficient personnel, time, and attention to the direction of the operation to assure performance satisfactory to the TOWN. All employees, subcontractors, superintendents, and workmen employed by the CONTRACTOR shall be careful and competent. The CONTRACTOR shall also provide uniforms that are clearly identified with the company name. Employees and subcontractors of the CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T-shirt with the CONTRACTOR'S company name or logo, and appropriate footwear.
- 14.3.4. All employees or subcontractors used by the CONTRACTOR during the term of the Agreement shall be of a standing or affiliation that will permit the CONTRACTOR'S

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performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employee or subcontractor cause any disturbance, interference or delay to any work or service rendered to the TOWN or by the TOWN. In no case or in any circumstances will the employee or subcontractor conduct himself/herself negligently, disorderly, or dishonestly in the due and proper performance of the employee's duties. The CONTRACTOR shall see to it that his employees and subcontractors serve the public in a courteous, helpful, and impartial manner.

- 14.3.5. The CONTRACTOR'S employees shall follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. Anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by CONTRACTOR.
- 14.3.6 In the event that the Town Manager becomes dissatisfied with the performance of any CONTRACTOR'S personnel, which includes employees, independent contractors, or subcontractors, performing services under this Agreement for any reason, the Town Manager shall provide written notification to CONTRACTOR. Upon receipt of such notification, CONTRACTOR shall transfer such person out of TOWN service at the earliest practical date, which shall not exceed fourteen (14) days from the receipt of the notice. TOWN retains the right to immediately request a transfer if, in the sole opinion of the Town Manager, the immediate transfer is in the best interest of the Town.
- 14.3.7 **Assignment and Subcontracting.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, without the consent of TOWN, which consent may be withheld or conditioned in the sole and absolute discretion of TOWN. In addition, CONTRACTOR shall not subcontract any portion of the services required by this Agreement without the prior approval of the Town Manager, which shall be in her sole and absolute discretion, except as documented in the CONTRACTOR'S Proposal.

SECTION 15: WORKING CONDITIONS

15.1 COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS

The CONTRACTOR shall comply with all applicable County, State, and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or thereafter in effect.

15.2 EEO STATEMENT

The CONTRACTOR agrees that it will not knowingly violate any applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

15.3 AMERICANS WITH DISABILITIES ACT COMPLIANCE

The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act, as amended from time to time.

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15.4 FAIR LABOR STANDARDS ACT

The CONTRACTOR is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

SECTION 16: INSURANCE

Throughout the term of this Agreement, CONTRACTOR shall maintain insurance in the type and amounts and pursuant to the requirements set forth below. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of A-, in accordance with the latest edition of A.M. Best's Insurance Guide. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance.

The insurance coverage shall include a minimum of:

- 16.1 Worker's Compensation And Employer's Liability Insurance:** Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:
- (a) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident, Part A.
 - (b) Employers' Liability with a limit of One Million Dollars (\$1,000,000.00), Part B.
- 16.2 Comprehensive General Liability.** Comprehensive General Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with respect to CONTRACTOR. CONTRACTOR shall provide Ten Million Dollar (\$10,000,000.00) annual aggregate Comprehensive General Liability coverage. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- (a) Premises and/or Operations;
 - (b) Independent Contractors;
 - (c) Products and/or Completed Operations;
 - (d) Explosion, Collapse, and Underground Coverages;
 - (e) Broad Form Property Damage;
 - (f) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement;
 - (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability; and
 - (h) TOWN and CONTRACTOR are to be expressly included as "Additional Insured" with respect to liability arising out of operations performed for TOWN and CONTRACTOR by

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or on behalf of CONTRACTOR and Emergency Service Provisions Subcontractors or acts or omissions of owner or CONTRACTOR in connection with general supervision of such operation.

16.3 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operations with respect to onsite and offsite operations. Insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Owned Vehicles; and
- (b) Hired and Non-Owned Vehicles.

16.4 Umbrella Liability, general aggregate of Ten Million Dollars (\$10,000,000.00).

16.5 Certificates of Insurance: Prior to commencement of any services hereunder, CONTRACTOR shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically name the TOWN as additional insured with respect to all required liability policies. The TOWN reserves the right to require the CONTRACTOR to provide endorsements, upon written request by the TOWN. If a policy is due to expire prior to the completion of the services hereunder, renewal Certificates of Insurance or policies shall be furnished prior to the date of their policy expiration.

Each policy shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CONTRACTOR and the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the TOWN Manager.

CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager.

All required insurance shall be evidenced by valid and enforceable policies issued by a company licensed to do business in the State of Florida and otherwise acceptable to the TOWN. The CONTRACTOR shall not cancel (or permit any lapse under) any policy of required insurance.

Each policy of required insurance shall:

- (i) contain the agreement of the insurer that the insurer shall not cancel or materially alter the same without thirty (30) calendar days prior written notice to TOWN except in the case of non-payment by the CONTRACTOR for which ten (10) calendar days' prior written notice will be provided to TOWN;
- (ii) provide for third party vicarious liability;

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- (iii) delete the insured versus insured exclusion with respect to claims brought by the TOWN; and,
- (iv) be effective for a period from the date of this Agreement through at least one (1) year after completion of the Work provided hereunder, except for professional liability insurance which shall be effective for a period from the date of this Agreement through at least five (5) years after completion of the work provided hereunder.

The minimum coverages and time periods specified above are not intended, and shall not be construed, to limit any liability of the CONTRACTOR to TOWN under this Agreement. Neither party shall be liable to the other for loss or damage covered by insurance to the extent that insurance proceeds are actually available with respect to such loss or damage and to the extent that the applicable policies of such insurance include the waiver or subrogation (which the parties shall obtain if available without additional premium). CONTRACTOR is responsible for the payment of all deductibles in connection with any claims made under the insurance policies required by this Agreement. The cost of deductibles paid by CONTRACTOR shall be included in the cost of the service.

SECTION 17: PROPERTY DAMAGE

The CONTRACTOR shall be responsible for the repair, or replacement, if repair is not adequate, of any damages to public or private property during the provision of Collection service and caused by the CONTRACTOR or the CONTRACTOR'S representative.

SECTION 18: INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the TOWN and its officials, employees, and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees), or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property, or any such other claims arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is, or is alleged to be, directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the CONTRACTOR or its employees, agents or subcontractors (collectively referred to as "CONTRACTOR"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default, or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the CONTRACTOR to comply with any of the paragraphs herein or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, Federal or State, in connection with the performance of this Agreement. The CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, including any of them, from and against all liabilities which may be asserted by an employee or former employee of the CONTRACTOR, or any of its subcontractors, as provided above, for which the CONTRACTOR'S liability to such employee would otherwise be limited to payments under state Worker's Compensation or similar laws. 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.

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SECTION 19: ASSIGNMENT OF AGREEMENT; NON- TRANSFERABILITY

- 19.1** This Agreement, or any portion or interest herein, shall not, under any circumstances, be sublet, assigned, transferred, or otherwise encumbered by CONTRACTOR without the advance express, written consent of the TOWN, which may or may not be granted at the sole discretion of the TOWN.
- 19.2** In the event that the CONTRACTOR sells or otherwise disposes of any assets during the term of this Agreement, or CONTRACTOR is purchased by, or merged with, another corporate entity, it shall provide written notice of such to the TOWN. The TOWN has the sole discretion to determine whether the CONTRACTOR'S ability to perform its obligations under this Agreement has been affected or impaired by such sale or disposition of assets.

SECTION 20: OPERATIONS DURING DISPUTE

In the event that any dispute, arises between the TOWN and the CONTRACTOR relating to this Agreement performance or compensation hereunder, the CONTRACTOR shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the TOWN, regardless of such dispute.

The CONTRACTOR expressly recognizes the paramount right and duty of the TOWN to provide adequate Collection and disposal services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with the TOWN in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Broward County, Florida in an appropriate suit therefore instituted by it or by the TOWN.

Notwithstanding the other provisions in this Section, the TOWN reserves the right to terminate this Agreement at any time whenever the service provided by the CONTRACTOR fails to meet reasonable standards of the trade, after TOWN provides written notice to the CONTRACTOR pursuant to Section 9 of this Agreement. Upon termination, the TOWN may call the bond and apply the cash and surety bond for the cost of service in excess of that charged to the TOWN by the firm engaged for the balance of the Agreement period.

SECTION 21: ORDINANCE

Nothing contained in any TOWN ordinance hereafter adopted, pertaining to the Collection of Solid Waste or the Collection of Recyclable Materials, shall in anyway be construed to affect, change, modify, or otherwise alter the duties, responsibilities, and operations of the CONTRACTOR in the performance of the terms of this Agreement, unless it is agreed to in writing by both the CONTRACTOR and the TOWN and this Agreement is amended accordingly.

SECTION 22: MODIFICATIONS TO THE CONTRACT

The TOWN shall have the power to make changes in this Agreement as the result of changes in law, Town Code, or both to impose new rules and regulations on the CONTRACTOR under this Agreement relative to the scope and methods of providing Collection Services as shall from time-to-time be necessary

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and desirable for the public welfare. The TOWN shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations, and obligations, financial or otherwise, of the CONTRACTOR.

The TOWN and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The CONTRACTOR agrees that the terms and provisions of Town Code as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of the CONTRACTOR located within the Service Area. In the event any future change in the Town Code materially alters the obligations of the CONTRACTOR, then the Collection charges established in this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event any future change in the Town Code materially alters the obligations of the either party, then this Agreement shall be revised. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event the parties cannot reach agreement to a modification to the contract provided for in this Section, then either party has the right to terminate this Agreement on one hundred and eighty (180) days written notice. This provision shall be liberally interpreted to achieve its expressed intent.

SECTION 23: RIGHT TO REQUIRE PERFORMANCE

The failure of the parties at any time to require performance of any provisions hereof shall in no way affect their rights thereafter to enforce same. No waiver of any breach of any provisions hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 24: LAW GOVERNING

The Agreement shall be governed and enforced pursuant to the laws of the State of Florida. Venue for any litigation shall be commenced in Broward County, Florida.

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SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS

The CONTRACTOR hereby agrees to abide by and comply with all applicable Federal, State, County, Special District, and TOWN laws, statutes, codes, rules, and regulations. The CONTRACTOR and its cash/surety shall indemnify, defend, and hold harmless the TOWN, its Town Commissioners, its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders, or decrees, whether by itself or its employees. The CONTRACTOR shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

SECTION 26: SAVINGS CLAUSE

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 or the TOWN, such provisions, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

SECTION 27: GENERAL

27.1 NO CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant, or lobbyist working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee, agent, consultant, or lobbyist working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

27.2 NO WAIVER

No waiver by the TOWN of any term, covenant, or condition herein contained shall be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The rights and remedies created by this Agreement are cumulative, and are not intended to be exclusive. The use of one remedy under this Agreement shall not be taken to exclude or waive the right or use of another Agreement, and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

SECTION 28: LEGAL REPRESENTATION

It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that an Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

SECTION 29: FORCE MAJEURE

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of either party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, hurricanes, tropical storms and severe weather conditions affecting performance, floods, epidemics, war, riots. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the work as soon as reasonably possible with the normal pursuit of the work.

The acts or omissions of subcontractors, third-party contractors, materialmen, suppliers or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the force majeure event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 24 hours after such an occurrence. The CONTRACTOR shall use all reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate as to the resumption of work.

SECTION 30: MISCELLANEOUS

30.1 CONFLICT

Neither CONTRACTOR nor its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that 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 TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

CONTRACTOR shall not 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 during the term of this Agreement.

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

CONTRACTOR agrees that 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.

30.2 MODIFICATION

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and, subject to Section 6.8 and Section 22, it shall not be considered amended, modified, altered, or changed in any respect unless approved by the parties set forth in writing and signed by the parties hereto, subject to the requirements in Ordinance No. 2017-06.

30.3 TRADE SECRET INFORMATION

Documents, records, routing, charges, and pricing of the CONTRACTOR that the CONTRACTOR advises the TOWN are trade secret information of the CONTRACTOR, are exempt from disclosure pursuant to Section 815.045, Florida Statutes, as may be amended from time to time, unless in the sole opinion and judgment of the Town Attorney such documents and records are not within said statutory exemption.

30.4 NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission and verbal confirmation of receipt of facsimile by the receiving party, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, the CONTRACTOR and the TOWN designate the following as the respective places for giving of notice:

As to TOWN:

Town Manager
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, Florida 33308-3610
Telephone: (954) 640-4200
Facsimile: (954) 776-1857

Copy to:

Town Attorney
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

Telephone: (954) 640-4200
Facsimile: (954) 776-1857

As to CONTRACTOR:

Regional Vice President
Waste Pro
17302 Pines Boulevard
Pembroke Pines, FL 33029

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

Telephone: (954) 967-4200
Facsimile: (954) 241-4489

Copy to:

Waste Pro of Florida, Inc. General Counsel
2101 West State Road 434, Suite 305
Longwood, Florida 32779-5053
Telephone: (407) 868-8800
Facsimile: (407) 869-8884

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

30.5 PUBLIC RECORDS

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

- (a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
- (b) Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (e) Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

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

30.6 SCRUTINIZED COMPANIES

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

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

- (b) If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

30.7 E-Verify

CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for CONTRACTOR'S violation of the statute, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

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30.8 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

IN WITNESS WHEREOF, the parties have caused these presents to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed hereon, the day and year first above written.

Attest:

TOWN OF LAUDERDALE BY-THE-SEA

Tedra Allen, Town Clerk

By: _____
Chris Vincent, Mayor

____th day of _____, 2021

Manager

By: _____
Linda Connors, Interim Town

By: _____
Lucila Lang, Finance Director

Approved as to form and legality:

By: _____
Susan Trevarthen, Town Attorney

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**Solid Waste, Bulk Waste, and Recycling
Collection Services Agreement**

**CONTRACTOR
Waste Pro USA, Inc.**

WITNESSES:

Signature

Print Name and Title

____ day of _____, 2021

BY: _____
Signature

Russell Mackie, Regional Vice President

____ day of _____, 2021

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

My Commission Expires:

Signature of Notary Public

Printed Name of Notary Public

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

List of Exhibits

	Page
EXHIBIT 1	Residential Collection Rate for Single Family/Duplex <u>and Multi Family With Carts</u>
EXHIBIT 2	<u>2021-2022</u> Multifamily <u>and Commercial</u> Utilizing Dumpsters Collection Services
EXHIBIT 3	<u>2022-2023 Multifamily and Commercial Utilizing Dumpsters Collection Services</u>
EXHIBIT 4	Commercial Compacted Dumpster Collection Services
EXHIBIT 5	Special Collection Service Rates
EXHIBIT 6	Emergency Preparedness Plan and Service Rates
EXHIBIT 7	Franchise Ordinance No. 20 <u>21</u> -

EXHIBIT 1

Single Family & Duplex Collection Rates; Multi-Family Carts					CPI Projection Rates; maximum of 5% increase.		
Adjustments Per Contract	MSW twice per week, Recycle once per week and Bulk once per month	Current: 10/1/20-10/31/21	1-Nov-21	1-Oct-22	1-Oct-23	1-Oct-24	1-Oct-25
	Collection	\$ 16.54	\$ 19.25	\$ 21.50	\$ 22.58	\$ 23.70	\$ 24.85
Commission Approved Rate		X	6/29/2021				
Per Month							
	Service Components	1-Oct-20	1-Nov-21	1-Oct-22	1-Oct-23	1-Oct-24	1-Oct-25
		Fee	Fee	Fee	CPI Projected Fee up to 5%	CPI Projected Fee up to 5%	CPI Projected Fee up to 5%
1	Disposal Fee MSW	\$ 8.27	\$ 9.63	\$ 10.75	\$ 11.29	\$ 11.85	\$ 12.44
2	Disposal Fee Bulk	\$ 1.65	\$ 1.93	\$ 2.15	\$ 2.26	\$ 2.37	\$ 2.45
3	Garbage cart Collection - Twice per week	\$ 3.31	\$ 3.85	\$ 4.30	\$ 4.52	\$ 4.74	\$ 4.98
4	Bulk Collection - Once per month	\$ 1.65	\$ 1.93	\$ 2.15	\$ 2.26	\$ 2.37	\$ 2.45
5	Recycle cart Collection - Once per week	\$ 1.65	\$ 1.93	\$ 2.15	\$ 2.26	\$ 2.37	\$ 2.45
Contractor Fee		\$ 16.54	\$ 19.25	\$ 21.50	\$ 22.58	\$ 23.70	\$ 24.85
Commission Approved Rate		\$ 16.54	\$ 19.25	\$ 21.50	\$ 22.58	\$ 23.70	\$ 24.85
Additional Services Amount - Valet service		\$15.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50	\$ 23.40
Additional Cart		\$ 12.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50	\$ 23.40

EXHIBIT 2

2021-2022 Multifamily and Commercial Utilizing Dumpsters Collection Services

NEW 2021-2022		TOTAL RATE								YARDS								RATE PER YARD																						
Multi-Family Dumpsters:		Dumpster Size (cubic yards)								Multi-Family Dumpsters:		Dumpster Size (cubic yards)						Multi-Family Dumpsters:		Dumpster Size (cubic yards)																				
Pick-Ups per week		1	2	3	4	6	8			Pick-Ups per week	1	2	3	4	6	8		Pick-Ups per week	1	2	3	4	6	8																
2	\$	214.27	\$	270.64	\$	404.28	\$	529.66	\$	605.35	\$	739.39	2	\$	8.66	17.32	25.98	34.64	51.96	69.28	2	\$	24.74	\$	15.63	\$	15.56	\$	15.29	\$	11.65	\$	10.67							
3	\$	334.07	\$	404.28	\$	604.86	\$	767.93	\$	868.95	\$	1,032.49	3	\$	12.99	25.98	38.97	51.96	77.94	103.92	3	\$	25.72	\$	15.56	\$	15.52	\$	14.78	\$	11.15	\$	9.94							
4	\$	444.37	\$	538.01	\$	780.44	\$	972.85	\$	1,107.54	\$	1,275.57	4	\$	17.32	34.64	51.96	69.28	103.92	138.56	4	\$	25.66	\$	15.53	\$	15.02	\$	14.04	\$	10.66	\$	9.21							
5	\$	554.71	\$	671.73	\$	927.87	\$	1,173.59	\$	1,289.85	\$	1,510.31	5	\$	21.65	43.3	64.95	86.6	129.9	173.2	5	\$	25.62	\$	15.51	\$	14.29	\$	13.55	\$	9.93	\$	8.72							
6	\$	643.82	\$	780.44	\$	1,075.30	\$	1,307.65	\$	1,434.63	\$	1,811.75	6	\$	25.98	51.96	77.94	103.92	155.88	207.84	6	\$	24.78	\$	15.02	\$	13.80	\$	12.58	\$	9.20	\$	8.72							
7	\$	725.87	\$	880.81	\$	1,210.22	\$	1,466.70	\$	1,629.46	\$	2,054.83	7	\$	30.31	60.62	90.93	121.24	181.86	242.48	7	\$	23.95	\$	14.53	\$	13.31	\$	12.10	\$	8.96	\$	8.47							
Commercial Dumpster:		Dumpster Size (cubic yards)								Commercial Dumpster:		Dumpster Size (cubic yards)						Commercial Dumpster:		Dumpster Size (cubic yards)																				
Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8			Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8		Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8														
2	84.79	232.94	281.76	422.07	553.60	577.63	772.54	2		8.66	17.32	25.98	34.64	51.96	69.28	2		\$	26.90	\$	16.27	\$	16.25	\$	15.98	\$	11.12	\$	11.15											
3	126.53	348.84	422.07	632.52	803.49	908.45	1079.24	3		12.99	25.98	38.97	51.96	77.94	103.92	3		\$	26.85	\$	16.25	\$	16.23	\$	15.46	\$	11.66	\$	10.39											
4	168.28	464.73	562.38	816.66	1018.28	1158.23	1333.29	4		17.32	34.64	51.96	69.28	103.92	138.56	4		\$	26.83	\$	16.23	\$	15.72	\$	14.70	\$	11.15	\$	9.62											
5	210.04	580.62	702.68	971.16	1228.67	1348.77	1578.57	5		21.65	43.3	64.95	86.6	129.9	173.2	5		\$	26.82	\$	16.23	\$	14.95	\$	14.19	\$	10.38	\$	9.11											
6	243.43	674.20	816.66	1125.67	1368.86	1499.81	1894.04	6		25.98	51.96	77.94	103.92	155.88	207.84	6		\$	25.95	\$	15.72	\$	14.44	\$	13.17	\$	9.62	\$	9.11											
7	274.05	760.35	921.86	1267.01	1535.38	1703.51	2148.09	7		30.31	60.62	90.93	121.24	181.86	242.48	7		\$	25.09	\$	15.21	\$	13.93	\$	12.66	\$	9.37	\$	8.86											
New extra charges		\$	8.66	\$	17.32	\$	25.98	\$	34.64	\$	51.96	\$	69.28	Rate Increase														\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	
	\$	12.99	\$	25.98	\$	38.97	\$	51.96	\$	77.94	\$	103.92															\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00		
	\$	17.32	\$	34.64	\$	51.96	\$	69.28	\$	103.92	\$	138.56															\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00		
	\$	21.65	\$	43.30	\$	64.95	\$	86.60	\$	129.90	\$	173.20															\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00		
	\$	25.98	\$	51.96	\$	77.94	\$	103.92	\$	155.88	\$	207.84															\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00		
	\$	30.31	\$	60.62	\$	90.93	\$	121.24	\$	181.86	\$	242.48															\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00		
		3.99%		6.58%		7.18%		7.90%		10.68%		11.29%																												

Town Additional Yard Services (OVG) Amount

Flat Rate \$150.00 per service

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EXHIBIT 3

2022-2023 Multifamily and Commercial Utilizing Dumpsters Collection Services

NEW 2022-2023							TOTAL RATE							YARDS							RATE PER YARD						
Multi-Family Dumpsters:							Dumpster Size (cubic yards)							Multi-Family Dumpsters:							Dumpster Size (cubic yards)						
Pick-Ups per week	1	2	3	4	6	8								Pick-Ups per week	1	2	3	4	6	8							
2	\$ 225.09	\$ 292.29	\$ 436.76	\$ 572.96	\$ 670.30	\$ 825.99								2	\$ 8.66	\$ 17.32	\$ 25.98	\$ 34.64	\$ 51.96	\$ 69.28							
3	\$ 350.31	\$ 436.76	\$ 653.57	\$ 832.88	\$ 966.37	\$ 1,162.39								3	\$ 12.99	\$ 25.98	\$ 38.97	\$ 51.96	\$ 77.94	\$ 103.92							
4	\$ 466.02	\$ 581.31	\$ 845.39	\$ 1,059.45	\$ 1,237.44	\$ 1,448.77								4	\$ 17.32	\$ 34.64	\$ 51.96	\$ 69.28	\$ 103.92	\$ 138.56							
5	\$ 581.77	\$ 725.86	\$ 1,009.06	\$ 1,281.84	\$ 1,452.23	\$ 1,726.81								5	\$ 21.65	\$ 43.30	\$ 64.95	\$ 86.60	\$ 129.90	\$ 173.20							
6	\$ 676.29	\$ 845.39	\$ 1,172.72	\$ 1,437.55	\$ 1,629.48	\$ 2,071.55								6	\$ 25.98	\$ 51.96	\$ 77.94	\$ 103.92	\$ 155.88	\$ 207.84							
7	\$ 763.76	\$ 956.59	\$ 1,323.88	\$ 1,618.25	\$ 1,856.78	\$ 2,357.93								7	\$ 30.31	\$ 60.62	\$ 90.93	\$ 121.24	\$ 181.86	\$ 242.48							

Commercial Dumpster:							Dumpster Size (cubic yards)							Commercial Dumpster:							Dumpster Size (cubic yards)						
Pick-Ups per week	Certs (96 gallons)	1	2	3	4	6	8							Pick-Ups per week	Certs (96 gallons)	1	2	3	4	6	8						
2	94.12	\$ 241.60	\$ 299.08	\$ 448.05	\$ 588.24	\$ 629.59	\$ 841.82							2		\$ 8.66	\$ 17.32	\$ 25.98	\$ 34.64	\$ 51.96	\$ 69.28						
3	140.45	\$ 361.83	\$ 448.05	\$ 671.49	\$ 855.45	\$ 906.39	\$ 1,183.16							3		\$ 12.99	\$ 25.98	\$ 38.97	\$ 51.96	\$ 77.94	\$ 103.92						
4	186.80	\$ 482.05	\$ 597.02	\$ 868.62	\$ 1,087.56	\$ 1,262.15	\$ 1,471.85							4		\$ 17.32	\$ 34.64	\$ 51.96	\$ 69.28	\$ 103.92	\$ 138.56						
5	233.14	\$ 602.27	\$ 745.98	\$ 1,036.11	\$ 1,315.27	\$ 1,478.67	\$ 1,751.77							5		\$ 21.65	\$ 43.30	\$ 64.95	\$ 86.60	\$ 129.90	\$ 173.20						
6	270.21	\$ 700.18	\$ 868.62	\$ 1,203.61	\$ 1,472.78	\$ 1,655.69	\$ 2,101.88							6		\$ 25.98	\$ 51.96	\$ 77.94	\$ 103.92	\$ 155.88	\$ 207.84						
7	304.20	\$ 790.66	\$ 982.48	\$ 1,357.94	\$ 1,656.62	\$ 1,885.37	\$ 2,390.57							7		\$ 30.31	\$ 60.62	\$ 90.93	\$ 121.24	\$ 181.86	\$ 242.48						

New extra charges							Rate Increase						
	\$ 8.66	\$ 17.32	\$ 25.98	\$ 34.64	\$ 51.96	\$ 69.28		\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	\$ 12.99	\$ 25.98	\$ 38.97	\$ 51.96	\$ 77.94	\$ 103.92		\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	\$ 17.32	\$ 34.64	\$ 51.96	\$ 69.28	\$ 103.92	\$ 138.56		\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	\$ 21.65	\$ 43.30	\$ 64.95	\$ 86.60	\$ 129.90	\$ 173.20		\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	\$ 25.98	\$ 51.96	\$ 77.94	\$ 103.92	\$ 155.88	\$ 207.84		\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	\$ 30.31	\$ 60.62	\$ 90.93	\$ 121.24	\$ 181.86	\$ 242.48		\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00

Town Additional Yard Services (OVG) Amount						
Flat Rate \$150.00 per service						

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EXHIBIT 4

Compactor Collection Rates

Compactor Collection Rates

October 1, 2021 Compactor Rates

Calculation of Rates and Fees Due Contractor

Applies to % of total

Collection

Disposal

Total

Example of Calculation 2 Yd.

2 yard compactor	change	New rate	% Change
\$ 362.09	\$ 54.31	\$ 416.40	70%
\$ 155.18	\$ 23.28	\$ 178.46	30%
\$ 517.27	\$ 77.59	\$ 594.86	100%
Overall Percentage Change		15%	

Pick-Ups Per Week	Monthly Contractor Fee			
		2 Cubic Yards	3	
2		\$517.27	775.9	
3		\$775.90	1163.85	
4		1,034.53	1500.07	
5		\$1,293.17	1778.11	
6		1,500.07	2056.13	
7		1,689.740	2308.31	

Monthly Change from April 1 2018 (10-1-2018 rate)					
Dumpster Size (cubic yards)					
	1	2	3	4	6
2		\$ 24.53	\$ 36.80		
3		\$ 36.80	\$ 55.20		
4		\$ 49.07	\$ 71.15		
5		\$ 61.33	\$ 84.33		
6		\$ 71.15	\$ 97.52		
7		\$ 80.14	\$ 109.48		

Commission Approved Rates						
Monthly Dumpster Rate						
pick-ups Per week	Dumpster Size (cubic yards)					
	2	3	4	6	8	
2	\$ 594.86	\$ 892.29				
3	\$ 892.29	\$ 1,338.43				
4	\$ 1,189.71	\$ 1,725.08				
5	\$ 1,487.15	\$ 2,044.83				
6	\$ 1,725.08	\$ 2,364.55				
7	\$ 1,943.20	\$ 2,654.56				

Town Additional Yard Services (OVG) Amount						
Dumpster Size (cubic yards)						
Pick Ups per week	1	2	3	4	6	6
2	\$ 28.21	\$ 42.32				
3	\$ 42.32	\$ 63.48				
4	\$ 56.43	\$ 81.82				
5	\$ 70.53	\$ 96.98				
6	\$ 81.82	\$ 112.15				
7	\$ 92.16	\$ 125.90				

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EXHIBIT 5

Special Collection Service

1	Adding lids to or changing lids	No Charge
2	Adding wheels to or changing wheels	No Charge
3	Additional Bulk Waste Collection for Residential Service Units with carts	No Charge for one special pickup per calendar year per Account Holder. (Not available to a delinquent account.) Note: Additional special pickups will be priced by CONTRACTOR depending on volume and schedule.
4	Additional Unscheduled (Not Including "On Call") Solid Waste Pick-Ups For Commercial Service Units And Residential Containerized Service Units	2X (Applicable 1X Week Solid Waste Collection Cost) + Regular Disposal Charges
5	Changing out the size of a Dumpster (above twice per year)	\$25.00 per occurrence
6	Locks (new locks installed)	\$20.00
7	Moving Container Location Per Customer Request	\$18.00 per move
8	Opening (and Closing) Doors or Gates	No Charge
9	Residential Off-Street Collection Service (Disabled Customer)	No Charge
10	Return Container to Customer's Location After Service Was Stopped	\$25.00
11	Rolling out Container less than 30 feet (and returning it to original location)	No Charge
12	Service not designated herein	See Sec. 3.1 and Sec. 3.3.4
13	Supplying (and retrofitting) Locking Mechanism	\$55.00
14	Swap-out Dumpster (extra on site Dumpster used on collection day)	Up to \$35 per month, which includes a limited number of special pick-ups as determined by Customer and CONTRACTOR
15	Unlocking and Locking of Container enclosure	\$2.00 per month
16	Valet Service: Rolling Containers from a storage location to the point of collection that is a distance 30' feet or more.	See Exhibit 1 for Valet Services rates

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EXHIBIT 6

Emergency Preparedness Plan and Service Rates

The South Florida Area possibility for a natural disaster exists each and every day. The opportunity for significant amounts of damage due to natural causes is great within our area. Because of the major risks from hurricanes, severe storms, or such other natural and man-made disaster that may occur that the CONTRACTOR will assist the TOWN with emergency debris clearance. The CONTRACTOR has experience and is capable of mobilizing into a disaster area within 12 hours following a devastating storm such as a hurricane.

The CONTRACTOR'S executives and managers will work with the TOWN, County, State, Federal and all other governmental entities in which the CONTRACTOR provides service to provide comprehensive relief services to include:

Pre-Disaster Services:

1. Stand-by-Contact
2. Pre-Event Planning
3. Plans Review
4. Exercise Participation
5. Employee Training

Post-Disaster Operations:

6. Emergency Road Clearance and Trimming of Damaged Vegetation
7. Removal of Debris from Public Rights-of-Way
8. Removal of Debris from Private Property (When Authorized)
9. Temporary Debris Staging and Reduction Site Management
10. Final Debris Staging and Reduction Site Management
11. Final Debris Disposal
12. Hazardous Materials Handling
13. Site Redemption
14. Inspections and Documentation
15. Assistance with FEMA and State Reimbursements

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Exhibit 6 (continued)

Emergency Preparedness Plan and Service Rates

Effective June 1, 2010

The following rates are for services to be provided under the Emergency Preparedness Plan. All service rates shall be fixed until changed as provided for in this Agreement.

EQUIPMENT/TOOL/VEHICLE TYPE (INCLUDE OPERATOR AND LABOR COST)	HOURLY RATE	DAILY RATE (8 HOURS)
Boom Truck (Self Loader) & Operator with CDL Driver	\$250	\$2,000
Roll Off Truck & Operator with CDL Driver	\$198	\$1,500
Rear Load Truck & Operator with CDL Driver and Helper	\$250	\$2,000
Wheel Loader 644 or equivalent & Operator	\$250	\$2,000
D-6 Dozers or equivalent & Operator	\$250	\$2,000
Bobcat Loader or equivalent & Operator	\$200	\$1,500
Rubber Tired Backhoe	\$200	\$1,500
Project Manager with Truck	\$125	\$950
Safety Superintendent with Truck	\$125	\$950
Service Truck & Maintenance Technician	\$125	\$950
Laborers	\$50	\$380

Cost for Vegetative cleanup and transport to disposal site. \$20.00 cubic yard
Include equipment, tools, vehicles, and operator and labor costs.

Cost for C&D debris cleanup and transport to disposal site. \$25.00 cubic yard
Include equipment, tools, vehicles, and operator and labor costs.

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EXHIBIT 7

Adopting Ordinance No. 2021 -

DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, September 28, 2021
6:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Eliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Public Works Director Ken Rubach, Director of Finance and Budget Lucila Lang, Town Engineer Jay Flynn, Acting Development Services Director Jhanelle Campbell, Planner Sue Leven, Special Events and Marketing Manager Debbie Hime, Human Resources Manager Lisa Slagle, Public Information Officer/IT Administrator Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

All present observed a moment of silence

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent noted that Item 17a will be deferred to the October 12, 2021 meeting. Item 17d will be heard prior to Presentations on tonight’s Agenda. Item 18a will be heard immediately following 17d, also before Presentations. Item 13b will be moved to the Consent Agenda as 11e.

17. RESOLUTIONS – PUBLIC COMMENTS

d. Resolution 2021-58 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AGREEMENTS WITH HUMANA FOR MEDICAL, VISION, AND DENTAL INSURANCE; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

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

Human Resources Manager Lisa Slagle advised that the Town received a bid from Humana which will save approximately \$106,000 for health insurance across the board. This plan is comparable to the current plan with United Healthcare. No benefits would be lost in the change.

The Town's life insurance will remain with Lincoln Financial, with which they still have a contract for another year with the possibility of an extension. There will be no increases to this insurance. Although elected officials were previously limited to \$50,000 life insurance, the Town may increase this amount to \$100,000 if that is the Commission's desire. The cost of this change will be less than \$1100/year.

Some additional paperwork and a physical examination will be required for evidence of insurability. It will then be left to the carrier's discretion whether or not to increase the amount of insurance for each individual from the current \$50,000.

Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to approve Resolution 2021-58 with the ability to apply for an increase if the Commissioners so desire. Motion carried 5-0.

18. QUASI JUDICIAL PUBLIC HEARINGS

Town Attorney Trevarthen explained the procedures for the hearing of quasi-judicial items, and the Commissioners disclosed any ex parte communications on the Item. Individuals wishing to speak on the Items were sworn in at this time.

a. Site Plan Modification for 4404 Bougainvillea Drive (a/k/a 217 Commercial Boulevard – Delacaseas Restaurant) 2021-L2-SPM-01

Acting Development Services Manager Jhanelle Campbell stated that the request is for Site Plan modification at Delacaseas restaurant. The Applicant proposes to expand the restaurant into the adjacent space to the south of the existing building.

Parking was evaluated as part of the proposed Site Plan, as it affects the intensity of the site. The expansion triggered a parking increase of two spaces. The Applicant participated in the Town's parking exemption program as part of a previous expansion. The two spaces now required were approved through the Payment in Lieu of Parking

(PILOP) program, for which the Applicant has completed an application and elected to pay a fee over the first three years. The Town has already received the Applicant's first payment.

Staff scheduled an additional Planning and Zoning Board meeting to ensure that his application moved through the process as quickly as possible. The Item was presented at the September 15, 2021 Board meeting and recommended for approval; however, the Planning and Zoning Board also requested that the Commission locate a source of funds to cover the costs of PILOP spaces for businesses located west of North Ocean Drive until December 31, 2021. If this request is approved, the payment made by the Applicant would be refunded.

Paul **Mangiardi**, Applicant, advised that he was not yet certain how much seating space would be added by the expansion of the restaurant, as he will also need space for the sale of additional items. He was not certain how the need for two additional parking spaces was calculated without prior knowledge of the added seating. He planned to add a counter and possibly two tables, but did not know how large the service area would be until he can install a walkway from the dining area into the expansion area.

Acting Development Services Director Campbell noted that the request was for an additional 367 sq. ft., which generated the need for the two parking spaces. Even if a lottery ticket station is part of the expansion, that space would still be counted as a customer service area.

Mayor Vincent continued that the PILOP program has been in effect since 2017 and there are other businesses that have already paid into this program. For this reason, he did not feel it would be appropriate to refund the Applicant his payment unless the PILOP program is rescinded in the future, in which case all participants' monies would be returned to them.

Commissioner Sokolow commented that in 2017, he had not been in favor of instituting the PILOP program, as no new parking spaces were being created. He pointed out, however, that he was now not in favor of eliminating the PILOP program until a resolution has been established for the disposal of a number of parking spaces on Commercial Boulevard. For this reason, he was in favor of approving the Site Plan modification request including the two PILOP spaces.

Commissioner Strauss asked if there was a possibility of extending the PILOP fee to cover a longer period of time, which could make it more palatable for the business.

Acting Development Services Director Campbell advised that this would likely require a Code Amendment.

At this time Mayor Vincent opened public comment.

Ann Marchetti, resident, reminded the Commission that small businesses continue to operate under extenuating circumstances due to the COVID-19 pandemic. She felt the goal should be to help the Applicant's business succeed without further funding delays.

Fred Powell-Haig, resident, also spoke in support of the Application, noting that the restaurant has greatly benefited the Community Church.

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

Commissioner Sokolow made a motion, seconded by Commissioner Strauss, to approve Site Plan modification as presented with no changes to the PILOP program. Motion carried 5-0.

5. PRESENTATIONS

a. 2021 Fire Prevention Week Proclamation

Mayor Vincent read a Proclamation recognizing the week of October 3-9, 2021, as Fire Prevention Week. Chief Judson Hopping accepted the Proclamation on behalf of the Town's Volunteer Fire Department (VFD).

b. Operations Audits of the Lauderdale-By-The-Sea Volunteer Fire Department Presentation

Assistant to the Town Manager Neysa Herrera explained that the VFD's audit was performed earlier in the year by Matrix Consulting Group. The process included interviews with elected officials, Town Staff, the public, and members of the VFD in order to have a better understanding of the organizational structure. She emphasized that the document is currently in draft form, with the intent of including feedback from these sources. Residents may provide additional input, after which time their comments will be compiled and discussed with the consultant. A final report will be presented to the Commission at a later date for adoption.

Robert Finn, representing the Matrix Consulting Group, advised that he was the lead analyst for the operations audit, which includes a brief overview of the findings and recommendations related to the fire study. The objective of the study was to determine how well the VFD is working from both an organizational perspective as well as their overall services as part of Broward County's regional response system.

The process began with input from elected officials, Town Staff, and VFD personnel at all levels, followed by a full assessment and profile that were distributed to the Interim Town Manager and Fire Department to ensure accuracy before findings and recommendations were developed. Findings determined that call demand is relatively low, with approximately 550 calls per year over the last three years. Alarms and fire calls account for 31% of the total.

Call processing through the Broward County Dispatch Center takes slightly longer than 2021 industry standards, although it was noted that call processing protocols have changed due to the COVID-19 pandemic. These protocols have increased processing times from slightly over one minute to just over two minutes due to the need for additional questions. Turnout times, which account for the time when dispatch informs the station of a call to when vehicles leave the station, are at just over three minutes 90% of the time against an industry standard of one minute 20 seconds for fully staffed stations.

Travel time varies according to traffic and distance, and is consistently below six minutes 90% of the time. There was no determination of need for an additional station. The central and southern portions of the Town have the highest call demand. The unit hour utilization for the engine is at 2%, which shows no need for the staffing of additional units.

Insurance services organizations have rated the VFD at a 2, which is excellent, with 1 being the highest possible score. Insurance rates are typically the same for residents within a rating range of 1 to 3. Most calls occur during the middle of the day when residents are most active. Most call demand slows after 10 p.m.

Vehicles from the Fire Station can reach most of the Town within under four minutes 90% of the time, using existing roads, center lines, and speed limits. Travel time extends to five minutes 30 seconds only in a small northwest portion of the Town. The Fire Station is well-located to cover the majority of the Town. First unit travel time is typically six minutes, which increases to nine or ten minutes when turnout time is included.

Lauderdale-By-The-Sea is well-positioned within the regional system, with proximity to Pompano Beach and Fort Lauderdale as primary regional response partners. Within eight minutes, as many as 26 to 32 respondents can be on a scene if all units are called in a timely fashion.

Recommendations were broken down into the following areas:

- Emergency response system: add performance standards for turnout and travel time to contracts; current staffing is appropriate for first unit response to the majority of call types
- Organization of the Fire Department: duties and reporting relationships are consistent with a traditional Fire Department; positions are appointed rather than voted upon, which provides greater stability of command and consistency of titles; a succession plan in fire prevention is recommended; annual evaluation of calls is recommended to ensure that life safety education matches the risks within the Town
- Training: an increase was recommended, as there is little training between Fort Lauderdale and Pompano Beach; it was recommended that different local be aware of each other's capabilities as part of the same County response system; the training program should be evaluated annually
- Contracts: more detail was recommended regarding the frequency and expectations of beach patrol as coordinated with the Town Manager; an assistant Fire Marshal may be recommended for succession planning, as well as a clear definition of the expectations of the Chief's position and his relationship with other personnel; annual audit of revenue and expenses should continue as a best practice; apparatus and vehicle inventory plan and replacement plan are also encouraged, and equipment recommendations were included in the report, as well as budgeting for these capital improvements; performance indicators for turnout and travel times are recommended
- Facilities: there are no dedicated living/sleeping quarters or means to prepare meals at the station; apparatus and equipment are stored outside without security; no exhaust system in bays; options include expansion across the back parking lot or onto recreational space; challenges include loss of 23 parking spaces

Mayor Vincent advised that no action would be taken on the report at tonight's meeting, as it is in draft form and public participation has yet to be incorporated into the document. Volunteer firefighters and members of the public are encouraged to email or call Assistant to the Town Manager Herrera to provide their input.

Interim Town Manager Connors noted that the Town Manager Report includes a letter that has been prepared to extend the Town's contract with the VFD for 90 days so the Town can consider how to move forward. The Town has been awaiting the audit to determine whether or not there are changes that could be made to improve the contract for both the Town and the VFD. Another option would be to approve the contract for one year, with the knowledge that the Town will further analyze the report and make improvements over that year. The Commission may also extend the contract for 180 days. Staff recommends approval of the contract for one year, with improvements to be made.

Mayor Vincent indicated his support for the one-year contract approval as well, with the intent of making improvements recommended by the audit.

Vice Mayor Oldaker commented that the report is likely to result in duplicate questions from the public, and suggested that the online platform reflect questions and answers. Interim Town Manager Connors confirmed that this may be possible, or the Town may wish to share questions with the consultant, followed by a workshop to identify issues that will be considered for the next contract. Mayor Vincent recommended that the consultant discuss the forthcoming fire assessment study with the Interim Town Manager and Town Attorney.

Commissioner Malkoon asked if the consultant will review the VFD's standard operating procedures. Mr. Finn replied that while this was not included in the original scope of work, by-laws and other standard documentation can be reviewed to determine whether changes should be made.

Commissioner Malkoon also asked if reviews of certain calls have been made as part of the draft report. Mr. Finn advised that he had determined, in consultation with Staff, that the report was the appropriate forum for post-incident analysis of this nature. This is typically done with crews from all responding organizations, including dispatch. He recommended that post-incident analyses continue to be done by these organizations. A Commissioner or public advisory body may also wish to participate in these analyses.

Commissioner Malkoon also addressed facilities recommendations, noting that while the Town focuses closely on paying as they go rather than accruing debt, they may wish to reconsider this stance with respect to public safety facilities. He noted that savings or grant funds may be used toward these improvements. Mr. Finn added that upgrades can be a recruiting tool for volunteers.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following written comments:

- Barbara Cole, resident, addressed the issues identified in the draft audit report, including improvements to the VFD station. Rather than seeking grant or public/private funds for these upgrades, she recommended that the Town seek services from either Fort Lauderdale's or Pompano Beach's fire stations.
- Ms. Cole also addressed Item 18a, stating that the Applicant should be offered assistance in expanding his business and suggesting that the parking requirement be removed for this and other properties participating in the Town's PILOP program, as there is the possibility of expanding Downtown sidewalk café space on a permanent basis.

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. August Finance Report

Director of Finance and Budget Lucila Lang requested feedback from the Commission regarding any items they would like to see added to financial reports in the future.

Commissioner Sokolow asked how the 101% of ad valorem revenues was determined. Finance Director Lang advised that this was likely the result of adjustments.

b. Town Manager Report

Interim Town Manager Connors stated that she and Commissioner Strauss have met with Carlos Giannos of Blue Moon Fish Company to discuss potential Water Taxi service in Lauderdale-By-The-Sea. Mr. Giannos has secured commitments from Water Taxi in both Fort Lauderdale and Pompano Beach, both of which have submitted the

applications necessary for the expansion of the dock. Development Services is reviewing these applications and hopes to present them to the Planning and Zoning Board in November and the Commission in December 2021.

Interim Town Manager Connors continued that the meeting with Mr. Giannos followed a previous meeting with Pompano Beach's Assistant City Manager, who is helping determine ways the two municipalities can partner to better connect their communities. Water Taxi is one possibility, while another is Pompano Beach's circuit shuttle. The Town can join Pompano Beach in looking for grant funds for this purpose.

The Town's beach renourishment program has begun, with pre-construction meetings held with Fort Lauderdale and Pompano Beach to address water interconnectivity for emergencies.

U.S. Senator Marco Rubio has announced mobile office hours on Wednesday, September 29, 2021 for any residents who wish to speak to representatives of his office. The representatives will be available in the Town Hall Conference Room from 3:00 to 4:30 p.m.

Staff requested the Commission's consideration of canceling the second meeting in November 2021, which would fall on the same week as Thanksgiving. The Commissioners agreed by consensus to cancel this meeting.

Interim Town Manager Connors recognized the work of Human Resources Manager Lisa Slagle toward the Town's insurance plan.

Interim Town Manager Connors concluded that consultant Steven Fett will be available at 6:30 p.m. on October 4, 2021 to discuss potential alternatives for the Downtown area. The Commission and the public are invited to provide their input.

Carlos Giannos, representing the property owner of 4403 Tradewinds Avenue, advised that the Blue Moon Fish Company hopes to increase its exposure in the Town. This expansion may include dock repairs and other improvements to accommodate Water Taxi service. Commissioner Strauss noted Interim Town Manager Connors' efforts toward bringing this service to Lauderdale-By-The-Sea.

9. TOWN ATTORNEY REPORT

Town Attorney Trevarthen recalled that at a previous meeting, the Commission had indicated a desire for more regular reporting on pending state legislation. The Town has received a report from lobbyist Ericks Consulting which lists numerous bills underway in the State Legislature. These include bills that would restore local authority over vacation rentals as well as regulation of smoking in public places, as well as bills that would preempt how local governments train their workforces or permit individuals to sue local governments for certain types of ordinances.

Town Attorney Trevarthen noted that additional resources on these proposals are available from the Florida League of Cities and other entities. Links to these resources could be placed on the Town's website so interested parties may follow the legislation.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

- a. Lauderdale-By-The-Sea Garden Club request for Jarvis Hall Use and Parking Permits in Fiscal Year 22**
- b. Lauderdale-By-The-Sea Woman's Club request for Jarvis Hall Use and Parking Permit Request for FY 22**
- c. Christmas-By-The-Sea Wednesday, December 1, 2021**
- d. Hardship Parking Permits**
- e. Special Event Application for Ragnar Relay South Florida Event on Saturday, March 9, 2022 (formerly Item 13b)**

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve Items 11a, 11b, 11c, 11d, and 11e. Motion carried 5-0.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. Special Event Application for Chanukah Festival Sunday, December 5, 2021

Special Events and Marketing Manager Debbie Hime explained that this Item was separate from the Consent Agenda, as the Applicant has requested Town sponsorship of the event. The proposed amount would be \$2000. Aruba's restaurant has offered to have their staff assist with the event as needed. Staff recommends approval without sponsorship.

Interim Town Manager Connors added that Staff recommends funding of \$656.75, which would waive the application fee without co-sponsoring the event.

Commissioner Sokolow made a motion, seconded by Commissioner Strauss, to approve and waive the \$656.75 application fee. Motion carried 5-0.

14. COMMISSIONER COMMENTS

Vice Mayor Oldaker recommended continued caution during hurricane season.

15. ORDINANCES 1ST READING

- a. Ordinance 2021-12 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2021 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT WITH WASTE PRO USA, INC.; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE**

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

Assistant to the Town Manager Neysa Herrera stated that this agreement was first entered into in 2009 between the Town and Waste Pro, Inc. To date, the Town has exercised two of its renewal options; the item presented tonight is the third and final renewal option.

A related item was brought forward by the Interim Town Manager at the June 27, 2021 meeting to outline service improvements and new contractual rates. At that time, the

Commission authorized the Interim Town Manager to bring back a five-year renewal agreement with Waste Pro.

Ordinance 2021-12 would approve the 2021 restated agreement, which would begin on November 1, 2021. Waste Pro has received a copy of the draft agreement and has agreed to its terms. Changes and additions to the contract include:

- Language referring to yard waste removal has been removed
- Hours of commercial property collection now begin at 6 a.m. Monday through Sunday
- The Town has negotiated the availability of a dedicated truck for solid waste collection and residential recycling to avoid commingling issues
- A contracted representative will be available to Town Staff
- Equipment must be maintained in good repair with routine inspections, as well as an annual maintenance plan to be approved by the Town
- Work days are amended from Monday through Saturday to Monday through Sunday

Farid Abuchaibe, Division Manager for Waste Pro, Inc., stated that the company considered the Town's growth in making changes to the contract for both residential and commercial service.

Commissioner Malkoon made a motion, seconded by Vice Mayor Oldaker, to approve Ordinance 2021-12 and authorize the Interim Town Manager to execute the five-year contract extension with Waste Pro, Inc. Motion carried 5-0.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2021-55 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY FOR MUNICIPAL ELECTIONS; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

This Item was deferred to the October 12, 2021 meeting.

b. Resolution 2021-56 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE AMENDED SCHEDULE OF PARKING FEES AND METER RATES; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE.

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

Public Works Director Ken Rubach stated that Staff regularly speaks with neighboring municipalities to determine average parking fees, meter rates, and citation fees. The Town's beachside parking rates are significantly lower than those of surrounding communities, which is an asset for the Town. As a result, Staff recommends that rates be raised to \$3 in areas east of Seagrape Drive, which constitute Downtown and beach parking. The daily rate would increase from \$12 to \$16. Rates west of Seagrape Drive will remain the same, including resident rates.

Staff is also seeking Commission direction regarding the potential increase of citation fees from \$25 to \$30. This would require a separate Resolution.

Vice Mayor Oldaker addressed the parking violation of full-sized vehicles using No Cars spaces, and recommended that this be added as a violation category, as these spaces were designed specifically to accommodate golf carts, compact cars, motorcycles, and other types of smaller vehicles. He felt the \$25 to \$30 fee was insufficient for this violation.

Mayor Vincent advised that his only concern was for beachgoers crossing the bridge rather than parking closer at a higher rate. He recommended that this be monitored by the Town. He agreed with Vice Mayor Oldaker that the parking of inappropriate vehicles in clearly marked spaces should be a violation. He was not in favor of raising citation fees above \$25.

Commissioner Strauss did not object to raising the citation fee to \$30, which he felt was commensurate with the increase of parking fees to \$3. He also suggested that an enhanced fine accompany the use of electric vehicle (EV) parking spaces by non-EV vehicles.

Vice Mayor Oldaker asked for clarification of how a parking violation, such as a bumper over the line, is determined. Public Works Director Rubach explained that Parking Staff are trained and certified to issue tickets, including training on judgment calls of this nature. Parking Staff maintains a good working relationship with the public.

Commissioner Sokolow made a motion, seconded by Commissioner Strauss, to approve Resolution 2021-56, authorizing the implementation of new parking rates effective January 1, 2022. Motion carried 5-0.

The Commission further addressed the increase of citation fees, which would require a separate Resolution to be brought back at a later date. It was noted that Fort Lauderdale's citation fees are \$40, while Pompano Beach's fees are \$45 and Deerfield Beach's fees are \$30. Commissioner Strauss pointed out that the fee for violations in the Town's privately operated parking lots is \$35.

The Commissioners agreed by consensus to raise the citation fee in Town parking lots to \$35, with a golf cart space violation fee of \$40.

c. Resolution 2021-57 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AGREEMENTS WITH PREFERRED GOVERNMENTAL INSURANCE TRUST FOR PROPERTY, LIABILITY, AND WORKERS' COMPENSATION INSURANCE; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

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

Finance Director Lucila Lang advised that the Town has been with Preferred Government Insurance Trust (PGIT) since 2017. The quote received for FY 2021/2022 is slightly higher than in the last two years; however, the insurance rate did not increase during those years. A quote was also obtained from Florida Municipal Insurance Trust (FMIT), which was just over \$10,000 less than the PGIT quote; however, the limit with PGIT is \$2 million, while the FMIT limit is \$1 million. Staff recommends that the Town remain with PGIT.

Commissioner Malkoon made a motion, seconded by Vice Mayor Oldaker, to approve Resolution 2021-57. Motion carried 5-0.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:31 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date



Town Commission Agenda Item Report

Meeting Date: October 26, 2021

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-61 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH R.T.R. FINANCIAL SERVICES, INC. FOR DEBT COLLECTION SERVICES RELATED TO OUTSTANDING PARKING CITATIONS, UTILIZING THE CITY OF DEERFIELD BEACH CONTRACT PROCURED PURSUANT TO REQUEST FOR PROPOSALS #21-03-JW FOR DEBT COLLECTION SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: Collecting fines for parking violations plays a critical role as part of the enforcement of parking services. However, the Town in the past has not had a method to collect the fines for those who choose not to pay. Over time, we have seen the number of unpaid tickets continue to grow, a vast number of which are attributed to rental car companies who are often hard to contact due to their numerous office locations and vast number of vehicles in their fleets. In consultation with neighboring municipalities, the best practice for collection is retaining the services of a collection agency.

On July 28, 2021, the City of Deerfield Beach entered into a contract with R.T.R Financial Services Inc. ("RTR Financial"), pursuant to Request for Proposal #21-03-JW, (the "Deerfield Contract") for the provision of consumer debt collection services for parking citations (the "Services"). The Deerfield Contract is for three (3) years, beginning on August 1, 2021, through July 31, 2024, with the option to renew the contract for two (2) additional one (1) year terms.

The Deerfield Contract provides for a contractor's fee of 15% of the principal amount to be added by RTR Financial to the principal amount of the debt collected (the "Collection Fee") by RTR Financial from the debtor. For example, if the principal amount of the debt is \$100, the Collection Fee will be \$15 and will be added to the principal amount, for a total amount of \$115 to be collected by the contractor from the debtor. The contractor retains the \$15 and the Town gets the \$100. The Collection Fee is RTR Financials' full compensation for the services.

Recommendation: Staff recommends that the Town Commission approve Resolution 2021-61 approving the piggyback agreement with RTR Financial for debt collection services, utilizing the City of Deerfield Beach Contract #21-03-JW (RFP #21-03-JW) for Debt Collection Services.

Attachments:

- Ex.1 – Resolution 2021-61
- Ex.2 – Deerfield Beach Contract #21-03-JW
- Ex.3 – Piggyback Agreement

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH R.T.R. FINANCIAL SERVICES, INC. FOR DEBT COLLECTION SERVICES RELATED TO OUTSTANDING PARKING CITATIONS, UTILIZING THE CITY OF DEERFIELD BEACH CONTRACT PROCURED PURSUANT TO REQUEST FOR PROPOSALS NO. 21-03-JW FOR DEBT COLLECTION SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 28, 2021, R.T.R. Financial Services, Inc. (“RTR Financial”) entered into an agreement with the City of Deerfield Beach, pursuant to the City of Deerfield Beach Request for Proposal No. 21-03-JW (the “Deerfield Contract”) for debt collection services related to outstanding parking citations (the “Services”); and

WHEREAS, the Town wishes to contract with RTR Financial utilizing the Deerfield Contract for the Services, in accordance with the terms and conditions forth in the Deerfield Contract (the “Piggyback Agreement”); and

WHEREAS, the Town is authorized to piggyback agreements pursuant to Section IV.E. of the Town's Purchasing Manual; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve, and authorize execution of, a Piggyback Agreement with RTR Financial for the Services.

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

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

SECTION 2. Piggyback Agreement Approved. The Piggyback Agreement with RTR Financial for the Services, attached hereto as Exhibit “A,” is hereby approved.

SECTION 3. Authorization to Execute the Agreement. The Town Manager is hereby authorized to execute the Piggyback Agreement with RTR Financial, attached as Exhibit "A,"

1 together with such non-substantial changes as are deemed necessary by the Town Manager and
2 approved as to form and legal sufficiency by the Town Attorney.

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

6 **SECTION 5. Effective Date.** This Resolution shall become effective immediately
7 upon passage and adoption.

8
9 **PASSED AND ADOPTED** on this 26th day of October, 2021.
10
11
12

13 _____
14 MAYOR CHRIS VINCENT

Attest:

15 _____
16 Tedra Allen, Town Clerk
17
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19 APPROVED AS TO FORM:
20
21

22 _____
23 Susan L. Trevarthen, Town Attorney

**TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR DEBT COLLECTION
SERVICES
(Piggyback Competitive Award)**

This Agreement is made this ____ day of October, 2021 (the "Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and R.T.R. Financial Services, Inc. (the "Contractor"), a New York corporation, whose address is 2 Teleport Drive, Suite 302, Staten Island, NY 10311.

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with Contractor (this "Agreement") for the provision of debt collection services related to outstanding parking citations (the "Services"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the Contractor and the City of Deerfield Beach, pursuant to the City of Deerfield Beach Request for Proposals No. 21-03-JW for Debt Collection Services and resulting contract dated July 28, 2021, attached hereto and incorporated herein as Exhibit "A" (the "Deerfield Contract"); 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.

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. Term. The term of this Agreement shall commence on the Effective Date and continue for a three-year term with two, one-year renewal options, unless terminated pursuant to the terms of the Deerfield Contract.

Section 2. Contract Terms. The Contractor agrees to provide the Town the Service as set forth in the Deerfield Contract, which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein. In the event of conflict between or among this Agreement and the terms and conditions of the Deerfield Contract, the order of priority shall be: this Agreement, and the Deerfield Contract.

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 Deerfield Beach" with regard to any and all provisions of the Deerfield Contract, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the Deerfield Contract, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.
- B. Contractor's fee of 15% of the principal amount of the debt shall be added by the Contractor to the principal amount of the debt to be collected (the "Collection Fee") by the Contractor from the debtor, as provided in the Deerfield Contract.
- C. Public Records

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 tedraa@lauderdalebytheseafl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

E. 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.

F. 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.

Section 3. 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: Robert T. Reilly, President
 R.T.R Financial Services, Inc.
 2 Teleport Dr., Suite 302
 Staten Island, NY 10311

Section 4. 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 5. 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.

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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

R.T.R. FINANCIAL SERVICES,
INC.

Linda Connors, Interim Town Manager

Date: _____

Date: _____

Attest: _____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

RESOLUTION NO. 2021/108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS #21-03-JW FOR DEBT COLLECTION SERVICES; AUTHORIZING EXECUTION OF AGREEMENTS WITH THE TOP THREE RANKED FIRMS, LIFE LINE BILLING SYSTEMS, LLC DBA LIFEQUEST SERVICES, R.T.R FINANCIAL SERVICES, INC., AND VALLEY COLLECTION SERVICE, LLC, FOR THREE YEAR TERMS WITH TWO ADDITIONAL ONE YEAR RENEWAL TERMS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the "City") desires to enter into agreements for debt collection services (the "Services"); and

WHEREAS, the City issued Request for Proposals No. 21-03-JW for Debt Collection Services (the "RFP"); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on February 26, 2021, and the notice was also sent to 105 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, 23 firms viewed the RFP documents; and

WHEREAS, on March 24, 2021 at 3:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the "Division") closed and unsealed the six proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the responsive proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation meeting was held on April 8, 2021 to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial ranking, the evaluation committee held oral presentations with the top three ranked firms; and

WHEREAS, following the presentations, the evaluation committee was unanimous in their decision to recommend award to the top three ranked firms: Life Line Billing Systems, LLC dba LifeQuest Services ("LifeQuest"), R.T.R. Financial Services, Inc. ("R.T.R"), and Valley Collection Service, LLC ("Valley"); and

WHEREAS, the evaluation committee recommends that the City Commission approve the ranking and award of the RFP to the top three ranked firms LifeQuest, R.T.R., and Valley,

and authorize execution of agreements with LifeQuest, R.T.R., and Valley for the provision of the Services for three year terms with two additional one year renewal options.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the award of the RFP to LifeQuest, R.T.R., and Valley for the Services.

Section 3. The City Manager is hereby authorized to execute agreements with LifeQuest for EMS fees collection, R.T.R. for Parking Citation collection, and Valley for Utilities & Solid Waste and Recycling fees collection, consistent with the terms of the RFP, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

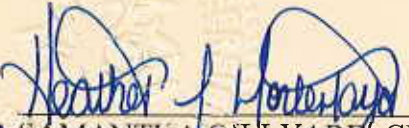
PASSED AND ADOPTED THIS 20TH DAY OF JULY, 2021.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:


for SAMANTHA GILLYARD, CITY CLERK

CONTRACT

This CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (the "CITY"), a municipal corporation and R.T.R. Financial Services Inc. (the "CONTRACTOR"), as follows

WITNESSETH:

WHEREAS, pursuant to RFP #21-03-JW (the "RFP") the CITY accepted competitive proposals for Debt Collection Services; and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the RFP, the CITY has determined that CONTRACTOR is responsive and responsible and that CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the City Commission awarded the RFP and contract to CONTRACTOR for the debt collection services on July 20, 2021, Resolution No 2021/108

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describe the Services to be provided.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 CONTRACTOR shall perform the debt collection services as detailed in the scope of services attached Exhibit "A" (the "Services"). This Contract, the RFP, together with the response to the RFP of CONTRACTOR shall constitute the entire Contract. The parties agree that the scope of services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.
- 1.4 This is a Non-Exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to

make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial Contract term shall be for three (3) years and begin August 1, 2021 and end on July 31, 2024. The City reserves the right to renew the Contract for two (2) additional one (1) year renewal terms providing City Manager approval and all terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City.
- 2.2 In the event the CONTRACT is scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue to provide the products and services upon the request of the City Manager or his designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of this CONTRACT. The CONTRACTOR shall be compensated for the products and services at the rate in effect when this extension clause is invoked by the CITY.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 CONTRACTOR'S fee of 15% of the principal amount of the debt shall be added by the CONTRACTOR to the principal amount of the debt to be collected (the "Collection Fee") by the CONTRACTOR from the debtor. (i.e., Principal amount of debt is \$100. CONTRACTOR adds \$15 Collection Fee to the debt and collects a total of \$115 from the debtor. The CITY gets \$100 and CONTRACTOR gets \$15).
- 3.2 The Collection Fee shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.3 If the RFP provides that the CONTRACTOR shall make payment to the CITY, such payment shall be made in conformance with the requirements set forth within the RFP.
- 3.4 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager

deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's default in any terms, obligations, restrictions, or conditions of this Agreement or the RFP, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Sections 6.1 and 6.2 of Article 6.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.7. In the event the CONTRACT is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 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.

- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. If Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

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

City Custodian of Public Records:	SAMANTHA GILLYARD, CITY CLERK
Mailing address:	150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
Telephone number:	954-480-4213
Email:	<u>WEB.CLERK@DEERFIELD-BEACH.COM</u>

6.3 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this CONTRACT; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of CONTRACTOR, CONTRACTOR'S subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the CITY its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The CITY reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the CITY of any immunity to which it is entitled by law, including but not limited to the CITY'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

6.4 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.6 NOTICES

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

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Robert T. Reilly, President
RTR Financial Services, Inc.
2 Teleport Dr, Suite 302
Staten Island, NY 10311

6.7 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.8 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.9 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.10 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.11 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY's Signator and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.12 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.13 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.14 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

6.15 SCRUTINIZED COMPANIES

- a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR or its

subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the CONTRACT.

- b. If this CONTRACT is for more than one million dollars, 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 CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the CONTRACT.
- c. CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this CONTRACT.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

6.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this CONTRACT. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

6.17 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

ARTICLE 7

INSURANCE

- 7.1 CONTRACTOR shall provide to the CITY evidence of insurability meeting the insurance requirements stated herein. CONTRACTOR shall not commence the work or otherwise perform the work as required by the resulting CONTRACT until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. CONTRACTOR shall assume full responsibility and expense to obtain all necessary insurance.

7.2. General

- a. CONTRACTOR shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this CONTRACT. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the CONTRACT (Solicitation Title and Number), and state that such insurance is as required by this CONTRACT. CONTRACTOR'S

failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the CONTRACT.

- b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. CONTRACTOR shall be responsible to pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
- c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- d. CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this CONTRACT, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

7.3 Coverages

CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this CONTRACT the following insurance as indicated with exes:

- ☒ **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis. The City shall be included as an additional insured on the commercial liability policy.
- ☒ **Professional Liability (Errors & Omissions) Insurance** - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONTRACTOR shall notify the CITY in writing within thirty (30) days of any claim filed or made against its

Professional Liability Insurance Policy. CONTRACTOR acknowledges that the CITY is relying on the competence of the CONTRACTOR to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONTRACTOR'S negligent errors and omissions, CONTRACTOR shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

- ☒ **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).
- ☒ **Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. If exempt for Worker's Compensation, proper documentation shall be provided.
- ☒ **Cyber Liability Insurance** - Cyber Liability Coverage shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence. Cyber liability policies protect businesses against lawsuits filed by customers and other parties that result from security or privacy breaches. Some cover claims alleging libel or slander, invasion of privacy, or infringement of copyright and other intellectual property rights. Note that virtually all cyber liability policies apply on a claims-made basis.

The CITY reserves the right to require additional insurance coverage and adjust minimum insurance coverage requirements based on the programs and activities of the CONTRACTOR.

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IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

Kelsey Litchfield
[Signature]

CITY OF DEERFIELD BEACH

By: [Signature]
DAVID SANTUCCI, CITY MANAGER for

Date: 7-28-2021

ATTEST:

[Signature]
for SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM

[Signature]
ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

[Signature]
(Witness)

Stephanie Montijo
(Corporate Seal, if applicable)

RTR Financial Services, Inc
(Name of Corporation)

By: [Signature]
(Signature)

Robert T. Reilly
(Type Name/Title Signed Above)

23 day of June, 2021.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.

Exhibit "A"

SCOPE OF SERVICES

1. Purpose

It is the intent of the City of Deerfield Beach, Florida to award a contract to an established collection agency to provide consumer debt collection services by locating, contacting and securing payments from debtors of the City. These services shall maximize collections of authorized departmental delinquent accounts, thereby recovering the City of Deerfield Beach's revenues, using the most cost-effective methods and the highest professional standards. The debt collection services provided pursuant to this RFP, shall be available for all debts owed to City of Deerfield Beach. Debts may include, but are not limited to, parking citations, utilities, water & sewer charges, recycling, EMS, solid waste, medical collections, third party payments, fines, fees, licenses, permits, interest income, assessments, and any other type of receivable that is capable of being collected with the exception of revenues specifically governed by separate statutes such as revenues from taxes, investments, federal grants, Medicaid vendor overpayments and debts of cities and towns.

The CONTRACTOR shall maintain confidentiality of all documents and information provided by the City, except as to disclosure required by State and Federal laws and regulations.

2. Requirements

The CONTRACTOR shall provide the following services:

- Perform all necessary services on the City's behalf in order to obtain collection of amounts due to the City on accounts submitted to the collection agency.
- Collection activities, which include, but are not limited to, telephone contact, mail correspondence, skip tracing, credit bureau reporting, and vehicle registration hold.
- Provide monthly reports to the City, detailed for each City department (e.g., Parking, Utilities, EMS, solid waste, etc.).
- Acknowledgement of new accounts submitted
- Provide monthly status of all accounts submitted including accounts no longer being pursued and the reason why.
- Identify, semi-annually, performance gaps through internal audits and share findings with the City, including recommendations to improve collection results.
- Provide list of active accounts, on a monthly basis, showing the amount submitted, amount paid in the current period (30 days), amount paid to date, balance remaining on the account, and amount of commission resulting from any current payment.
- Provide summary report detailing by year the number of accounts and amounts placed in collection, average amount of account in collection, collection payments received to date, percentage of collection, and commission to date.
- Remit the amount due to the City resulting from payments made directly to the agency by the 15th of each month.
- Return to the City, at no charge or billed commission, any account that was placed in error, or any account previously submitted but requested returned by the City for City and/or legal follow up and collection.
- Only upon approval by the City's Director of Finance will the agency pursue legal action for collection.
- Establish internal computer systems to accept and communicate with all City computer systems to provide acceptance and information of City and Parking Enforcement's file transmissions.

- Accept any account submitted by the City regardless of account amount or age of receivable.
- Immediately notify the City of any file transmission error or system interruption, and verify to the City receipt of the completed file transmission.
- Provide a primary and secondary contact to the City for daily operational issues.
- Meet with the City at least semi-annually to coincide with their internal audits.

This RFP may result in multiple awards to qualified proposers and from a qualified suppliers list of proposers who will participate in the Contract(s) and will provide department collection services to any authorized agency of the City of Deerfield Beach.

3. Records

The CONTRACTOR must maintain a complete, separate, and detailed record of each account (using the City's account, citation, or case number), including all collection actions taken for related transactions and communications, for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of the contract or after the termination of the collection action for each account, whichever is later. The CONTRACTOR shall grant the City access to these records for inspection purposes during reasonable business hours for three (3) years after expiration of the contract.

The CONTRACTOR shall employ a Certified Public Accounting firm to perform an annual financial audit of the CONTRACTOR. A copy of the audit report along with any management letters or auditor comments that are relevant to the CONTRACTOR's fiscal/management practices affecting or having the potential to affect the performance of services described in this RFP and resulting contract shall be sent to the Director of Finance on an annual basis for each year that is covered by the contract.

4. Referrals

The CONTRACTOR shall accept referrals from the City only through the Director of Finance or designee. The CONTRACTOR shall not have full rights to the accounts and shall only be able to pursue collections on behalf of the City. The City will provide copies of documentation as required by CONTRACTOR to respond to debtors' requests. The City will make every effort to provide all pertinent information to the CONTRACTOR through the account referral data in a format approved by the City.

The CONTRACTOR shall allow for installment payment agreements and place a statement on all collection notices to this effect. The Director of Finance shall set parameters in which the CONTRACTOR may accept a payment agreement without permission of the City.

The CONTRACTOR shall not have the authority to accept a compromise settlement on any account without written consent of the Director of Finance. This consent may be accomplished by setting parameters in which the CONTRACTOR may accept a settlement without permission.

5. Collection Fees/Costs

For all accounts referred by the City, unless otherwise instructed by the Director of Finance, the CONTRACTOR's fee shall be added by the CONTRACTOR to the principal amount of the debt to be collected by the CONTRACTOR from the debtor. The CONTRACTOR shall retain the collection fee prior to remitting the principal amount to the City and report the amounts with each transmittal of collections to the Director of Finance.

Should there be any changes in laws or City policy that allows for a different method of recovering collections, the CONTRACTOR shall, upon instruction from the Director of Finance and after execution of an amendment to the contract, modify its methods accordingly.

If an account is reduced or cancelled by the City, no collection fee will be due to the CONTRACTOR for the amount so reduced or cancelled or as otherwise stated in the contract.

If a bankruptcy court discharges the CONTRACTOR's fee, the CONTRACTOR shall be entitled to a percentage equal to the CONTRACTOR's fee of the non-dischargeable debt collected. The CONTRACTOR shall deduct this amount prior to remitting the remaining principal amount to the City and report the amounts with each transmittal of collections to the Director of Finance.

6. Reporting to Credit Bureaus

The CONTRACTOR shall report all uncollected accounts to the major credit bureaus. Such reporting must be in accordance with all applicable Federal and state laws including but not limited to, the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, Regulations and the Consumer Credit Protection Act, as now in effect or as amended. The CONTRACTOR shall not report accounts to the credit bureaus until the CONTRACTOR has worked the account for sixty (60) days. At the request of the Director of Finance, the CONTRACTOR shall remove an account notification from all affected bureaus and provide a copy of that notification to the Director of Finance. In accordance with the Fair Credit Reporting Act, the City requires that accounts be cancelled from each credit bureau upon request of the Director of Finance.

7. Disputed Accounts

- The CONTRACTOR shall accept and process all written disputes in compliance with all federal and state laws. The City will work with the CONTRACTOR to validate the debt.
- The CONTRACTOR may not assign or subcontract any portion of its contract with the City without the written consent of the City.
- A minimum amount may be set by the City for credit bureau reporting.

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Town Commission Agenda Item Report

Meeting Date: October 26, 2021

Submitted By: Ken Rubach, Director of Public Works

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-62 - A RESOLUTION OF THE TOWN COMMISISON OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH WILLIAM BOCK FINE ART, LLC, FOR ART RESTORATION AND MAINTENANCE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: In Spring 2021, Public Works Staff noticed that several of the sculptures in the plazas on Commercial Boulevard were beginning to fade and show signs of deterioration. Staff hired an art conservator, Mr. William Bock, to assess all the Town's publicly owned sculptures. Mr. Bock, who has performed art restoration services for Coral Springs, Fort Lauderdale, and Port Everglades, reviewed the Town's art pieces and developed a report (**Exhibit 1**), which laid out the reasons for the deterioration of the pieces as well as what was necessary to restore them.

The report noted that the Caribbean Squid at Sea Fan Plaza was in urgent need of restoration before further delamination of the piece occurred. Mr. Bock and his team were hired to perform this restoration and brought the piece back to its original luster. The material used in the restoration will help to mitigate future damage and allow the piece to better withstand the environmental conditions that led to its deterioration.

Staff would like to continue to enlist the services of Mr. Bock to restore the remaining pieces within Town that were identified in the report as well as develop a conservation plan to help to maintain the sculptures moving forward. This will ensure the longevity of the pieces and lessen the need for further expensive restorations in the future.

Pursuant to Section IV.H. of the Town's Purchasing Manual, budgeted services that involve special skill, ability, training, or expertise of a unique, original, or creative nature are exempt from the competitive solicitation requirements set forth in the Purchasing Manual.

The Professional Services Agreement (**Exhibit 2**) would be for an initial four-year term with two optional two-year renewal terms. The total amount of the contract will not exceed \$200,000.00, subject to funding. The remaining restorations for this year will cost approximately \$35,000.00 and have been budgeted for FY 22.

Recommendation: Authorize the Town Manager to execute a Professional Services Agreement with William Bock Fine Art, LLC.

Attachments:

- Ex.1 – Art Report
- Ex.2 – William Rock Agreement
- Ex.3 – Resolution 2021-62

William Bock Fine Arts

6099 Stirling Road, Suite 107, Davie, Florida, 33314

tel: 954-533-3974 email: wmfineart@gmail.com URL: www.wmgallery.com

June 14th 2021

To Ken Rubach

Municipal Services Director

Lauderdale by the Sea

Via email to: Kenr@lbts-FL.gov

RE: Lauderdale by the Sea's 2021 sculpture collection condition report 2021

Prepared by William Bock MFA, (Maryland Institute of Art), AIC, ASA, (Johnson

Technical Institute of Sculpture)

Report scope

This report details the current condition of six pieces of outdoor sculpture from the Lauderdale by the Sea collection. It contains an overview describing the materials and related issues affecting the artwork. Photographs of areas of concern are included as examples of specific and general areas needing attention. The prioritization of recommended restoration and more monitoring is described by degree of necessity. Quotes for the restoration of each piece in its current state, a description of the techniques and materials used, material safety and data information, and the cost are also detailed in the report.

Overview of the characteristics of the materials used in collection

Painted aluminum sculpture

Aluminum is a good material for outdoor sculpture though it tends to slowly oxidize to a duller finish which appears powdery when exposed to the elements, and can lead to pitting if not maintained. Aluminum painted with acrylic and sealed with epoxy or any urethane based product as in the cities collection can withstand outdoor conditions provided that the proper primer has been applied to the aluminum, allowing for maximum adherence of acrylic paint. Then the painted aluminum must be top coated and sealed with a durable weather resistant material that has UV protection properties. If the aluminum is not sealed, the acrylic paint, not having high UV properties of its own, will fade in areas where the top coat is too thin or worn away.

Bronze Sculpture

Bronze is an excellent medium for outdoor sculpture, however regular maintenance is crucial. The corrosion spotting and stains found on so many bronzes is why it is so important to wash and wax bronzes kept outdoors at least every two years. With no maintenance, the time to repair and the amount of oxidation increases. Welds used in the creation of bronze sculpture

should match the composition of the bronze sculpture, otherwise, with weathering, the weld lines will appear more or in some cases contain ferrous elements that will cause rust and subsequent staining of bronze surfaces. The hardware used to mount bronze needs to be non-ferrous as well to avoid corrosion which can damage or stain the sculpture and its base.

Regarding Restoration and Maintenance of the bronze sculpture

By addressing the issues described in the restoration section for the sculpture, this piece will not require the extensive restorations needed at this time, if scheduled recommendations regarding maintenance are followed. A maintenance schedule will be provided in the upcoming weeks.

Painted Aluminum Marine Sculptures

The five pieces of painted marine sculptures are being affected in varying degrees due to the loss of the UV protective layer of sealer. This has caused the underlying acrylic color to fade and thin in varying degrees where it has been exposed. In some areas the paint and the primer have become compromised to the point where the aluminum is affected, and the acceleration of damage is increased. As the layers covering the aluminum eroded, moisture will penetrate the surrounding craters formed by the missing layers and cause larger sections of the primer, paint and sealer to delaminate from the inside out, rapidly accelerating the damage from both sides.

Regarding Restoration and Maintenance

By addressing these slowly progressing issues with the most thorough and durable restorations, these pieces will not require extensive restorations needed at this time if scheduled recommendations regarding maintenance are followed. A maintenance schedule will be provided in the upcoming weeks.

Mounting hardware

All mounting hardware used to attach the sculptures to the bases should be ferrous free, as ferrous metals rust rapidly and can cause much of the rust, corrosion, and staining as observed in all sculptures.

Priorities

***Priority 1:** Needs immediate attention or damage will continue to occur, making restoration more extensive unless remediated.

***Priority 2:** Generally in good condition but has elements needing attention within one year to avoid continued deterioration.

***Priority 3:** Good general condition; monitor and maintain as recommended.

***Priority 4:** Very good condition with minimal restoration required to small areas. Monitor as recommended.

Overview of Painted Aluminum Sculptures by *Laura Fisher Huck 2013*

The sculptures are in various degrees of condition depending on the amount of UV sealer that has been worn off over time and to what degree the underlying paint, primer and aluminum substrate have been affected. The majority of the pieces have issues that should be addressed to repair and to avoid further deterioration. Listed in order of priority are my recommended restoration procedures. Once a decision about which pieces will be restored is made, a timeline for completing restoration will be provided.

Painted Aluminum Sculptures



Caribbean Squid

#1 Caribbean Squid

Laura Fisher Huck 2013

Aluminum, primer, acrylic paint and sealer, bronze plaque, and cement base

Dimensions: approximately 12ft H with base x 7ft W x 21/2 ft D

Lauderdale by the Sea

Downtown

Description of sculpture

Five brightly colored squids swim past a sea fan, attached to a mottled colored base which is attached to a concrete pedestal.

Condition, *Priority 1

Of the five painted aluminum sculptures, the *Caribbean Squid* has the most damage. The upper section of the sea fan has lost the UV protection of the sealer, causing the acrylic color to fade out, revealing black areas of underlying primer. The white spotting present on the base metal are areas of bare aluminum which is oxidizing where the primer, paint and sealer are gone. Deep crater-like ridges along the lower edges of these areas are where moisture is seeping through all layers and accelerating the delamination and damage from both inside and out. Numerous edges with similar damage extend across the upper surfaces while smaller areas of varying depth are scattered throughout the sculpture and base, where the delamination of all layers to bare oxidizing aluminum along base vertical edges has occurred. The mottled base has been stained by the oxidation of the four large ferrous mounting fasteners which have rusted and stained areas of the painted base.

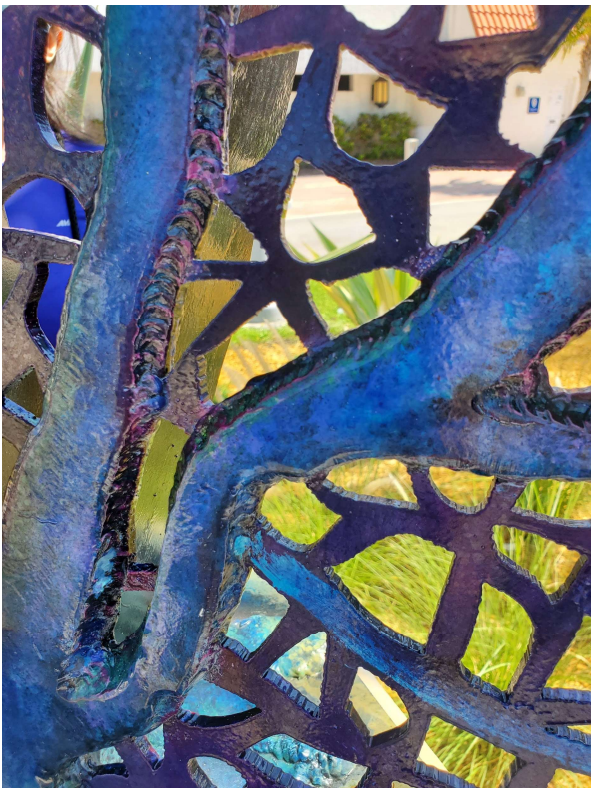
The plaque is in very good condition.



Damage to upper edges



Additional upper edge sealer, primer and paint loss with some spot losses on flat surfaces below top edge



Small spot delaminations



Oxidized mounting hardware, aluminum edges exposed on base edges and surface of base and at weld under signature with primer showing.

Step 1

Low pressure washing of entire sculpture and base using anionic surfactants (*1) to remove dirt and grime and to provide a clean surface to proceed.

Step 2

Neutralize rust on mounting hardware using rust neutralizer. (*2)

Step 3

Precision removal of damaged and missing layers to the point where the aluminum surface is visible and the degree of oxidation can be seen.

Step 4

Smoothing the remediated areas to ensure a smooth buildup of repairs.

Step 5

Treat the smoothed corrosion areas with aluminum sealer to inhibit any remnant of corrosion.

Step 6

Apply black aluminum primer in multiple layers as needed to create a level surface for in-painting.

Step 7

In- paint missing or faded areas of color on the treated areas of the sculpture as well as the painted base using golden acrylic paints (*4) which have the highest degree of light fastness thereby giving the damaged areas two levels of color UV protection once the UV top coat is applied, improving the longevity of the sculpture's color.

Step 8

Top coat all repaired areas and areas where future damage is most likely to occur using a two component epoxy topcoat which has excellent adhesion properties to all surfaces and superior UV, weather, and chemical resistance.

Step 9 (with optional city participation)

As observed in the photograph showing the artist's signature, the exposed aluminum adjacent to the weld and also visible on the vertical edge of the aluminum base will need treatment. In addition, gaps have appeared between the base and the concrete pedestal top. Several areas will be excavated and filled with aluminum filler (*product selection pending) and finished to match.

*There was some mention of the city wanting, or being able, to paint the bases themselves and this is certainly an option. Be aware that in the refinishing of the edges of the aluminum bases, and any repairs required to provide a precise result where the pedestal base color meets the repair, I suggest that we paint the upper section of the concrete bases. If the city would like to paint from approximately six inches below the top edge of the concrete base to the ground, that would be fine and we can provide you with the matching paint. This option would save a little money as we would save time in not having to clear away any debris and mask off areas to ensure a perfect finish to the lower areas.

Each quote, with the exception of the bronze piece, will include both pricing for our painting the entire base, or the option to paint only the top portion with the city completing the bottom portion of the base.

Cost **\$7200**

Cost Variables, Provisions, and Requests

If city paints lower portions of base as described at end of step 9 in ***Caribbean Squid*** in optional city participation section subtract \$150

If no electrical outlet is available, allowing for safe egress of passersby within 100 ft, add \$300 for a generator.

If no water hose connection, allowing for safe egress of passersby is available within 100 ft, add \$200 for approximately 200 gallons of water and transportation to site.

A cone or pole system complying with city ordinances with security tape surrounding sculpture and its extension over public areas, street and sidewalk for safety during working hours for duration of work. Provided by the city or by us **cost to be determined**.

Access to secure, covered storage of approximately 15' by 15' where paint, pressure washer, ladders, safety equipment can be stored for the duration of the project, **otherwise rental of a nearby storage space will be necessary and additional cost to be determined will be communicated to you.**

At times, the use of a golf cart to move materials from storage to site locations would expedite the timeline and will be greatly appreciated.



Spotted Eagle Ray

#2 Spotted Eagle Ray

Laura Fisher Huck 2013

Aluminum, primer, acrylic paint, sealer, bronze plaque, and concrete base

Dimensions: approx 12ft H (w/base) x 5ft W x 5 ½ ft D

Lauderdale by the Sea

Downtown

Description of sculpture

Spotted eagle ray swims upward through green tubular seaweed, alongside blue spiked sea growth, attached to a mottled colored base, which is attached to a concrete pedestal.



Spotted Eagle Ray back

Condition, *Priority 1

The protective top coat with UV properties has thinned or worn off especially in areas most exposed to sun. This has caused the paint to begin fading and in some spots disappear. The undersides of the rays rear edge wings and the front undersides leading edge have several areas of damage that penetrate the layers in varying degrees. In addition, there are approximately fifty to seventy small areas of spot damage, particularly on the seaweed stalks as they approach the base.



Fading and lost paint to upper wing



Faded color due to UV exposure and spot damage to left of green seaweed



Clear coat and paint loss down to primer and aluminum on trailing edges.



Clear coat & paint loss down to primer and aluminum on front wing edges.



Spot damage to seaweed



Damage at base attachments

Damage to base edges and upper level of plaque, and rusted mounting hardware.

Step 1

Low pressure washing of entire sculpture and base using anionic surfactants (*1) to remove dirt and grime and to provide a clean surface to proceed.

Step 2

Neutralize rust on mounting hardware using rust neutralizer. (*2)

Step 3

Precision removal of damaged and missing layers to address any damaged layers.

Step 4

Smoothing treated areas to ensure a smooth buildup of repairs

Step 5

Where necessary, treat any exposed aluminum with aluminum sealer (* 3) to inhibit any remnant of corrosion.

Step 6

Where applicable, apply black aluminum primer (*4) in multiple layers as needed to create a level surface for painting.

Step 6

Paint missing or faded areas of color on the treated areas of the sculpture as well as the painted base using golden acrylic paints (*5) which have the highest degree of light fastness thereby giving the damaged areas two levels of color UV protection once the UV top coat is applied improving the longevity of the sculpture's color.

Step 7

Top coat all repaired areas and areas where future damage is most likely to occur using two component epoxy topcoat (*6) which has excellent adhesion properties to all surfaces and superior UV and weather protection and chemical resistance.

Step 8

Paint and seal the aluminum base where it meets the pedestal top and repair plaque upper edge as needed.

Cost **\$5800**

Cost Variables

If the city paints the lower portions of the base as described at end of step 9 in ***Caribbean Squid*** in optional city participation section, subtract \$150

If no electrical outlet is available, allowing for safe egress of passers by within 100 ft, add \$300 for a generator.

If no water hose connection is available within 100 ft, allowing for safe egress of passers by. Add \$ 200 for approximately 200 gallons of water and transported to site.



Queen Parrotfish

#3 Queen Parrotfish

Laura Fisher Huck, 2013

Aluminum, primer, acrylic paint and sealer and bronze plaque and concrete

Dimensions: 9'H (w/ base) x 6' W x 5.5' D

Lauderdale by the Sea

Downtown

Description of sculpture

A large parrot fish turns within a group of smaller fish around an orange coral formation.

Damage**Priority *2**

The main body of the sculpture's painted surfaces have approximately thirty to thirty five small $\frac{1}{8}$ " - $\frac{1}{4}$ " areas of spot damage in varying degrees. In addition, there is graffiti damage, areas of damage to the top coat and paint, primer, and oxidation of aluminum which should be addressed. The painted base of the sculpture has suffered staining and loss of top coat and color due to the oxidation of the mounting hardware. On the base edges the damage has advanced to the point where the aluminum is exposed and damage is accelerating.



Loss of paint to left yellow edges, paint loss to primer on lower right appendage.



Loss of top coat paint, primer and oxidation to aluminum all visible in varying degrees in photos left edge of sculpture.



Base showing some staining from rusting mounting hardware spot loss damage to color and side edge deterioration through all levels in base areas.



This photo which shows location of signature for reference reveals additional spot damage, unusual oxidation to weld beneath the signature and missing sealer damage to undersides of surfaces.

Step 1

Low pressure washing of entire sculpture and base using anionic surfactants (*1) to remove dirt and grime to provide a clean surface to proceed.

Step 2

Neutralize rust on mounting hardware using rust neutralizer. (*2)

Step 3

Precision removal of damaged and missing layers to the point where needed to address any damaged layers.

Step 4

Smoothing treated areas to ensure a smooth buildup of repairs.

Step 5

Where necessary, treat any exposed aluminum with aluminum sealer (* 3) to inhibit any remnant of corrosion.

Step 6

Where applicable, apply black aluminum primer (*4) in multiple layers as needed to create a level surface for painting.

Step 7

Paint missing or faded areas of color on the treated areas of the sculpture as well as the painted base using golden acrylic paints (*5) which have the highest degree of light fastness thereby giving the damaged areas two levels of color UV protection once the UV top coat is applied and improving the longevity of the sculpture's color.

Step 8

Top coat all repaired areas and areas where future damage is most likely to occur using two component epoxy topcoat (*6) which has excellent adhesion properties to all surfaces and superior UV and weather and chemical resistance.

Step 9

Repair the joint as needed between the base and the concrete pedestal top. Paint the concrete base from the repaired joint to below the name plaque and continue beneath the brass plaque where paint is delaminating from the concrete base. As in the case of several of the sculptures, this joint needs to be addressed, as well as the rust staining that has affected the upper surface of the concrete pedestal.

Cost \$6500

Cost Variables

If city paints lower portions of base as described at end of step 9 in ***Caribbean Squid*** in optional city participation section subtract \$150

If no electrical outlet is available, allowing for safe egress of passersby within 100 ft, add \$300 for a generator.

If no water hose connection, allowing for safe egress of passersby is available within 100 ft, add \$200 for approximately 200 gallons of water and transportation to site.



#4 The Coral Reef Arch

Laura Fisher Huck 2013

Aluminum, primer, acrylic paint and sealer and bronze plaque

Dimensions: approx 26ft tH with base x 12 width span x 10ft depth of span

Lauderdale by the Sea

Downtown

Description of Sculpture

A loggerhead sea turtle swims above a myriad of fish in an arching 26ft tall monumental sculpture.

Condition; Priority 2.

There are approximately eighty to one hundred visible areas of small spot damage into the top coat with varying degrees of penetration. In addition, the tubular supports show different types of staining running down from upper level in different areas.



Upward view; notice the black primer visible on underside of upper fin on right side of photo, and visible aluminium and spotting on fin to the left pointing downward. These are examples of what is occurring in different areas throughout the sculpture.



Notice inside of fish's upper mouths and uncoated areas of bare primer on underside of fish tail seen between yellow vertical and blue arch.



Rough texture of the vertical yellow tube shows signs of spot damage as well as near weld on the right side of the tube and also signs of bare aluminum on the right foreground underside.



Where sculpture meets concrete base, numerous areas of damage are apparent. From bare aluminum oxidizing, to loss of primer accelerating the process in other spots, loss of paint and topcoat and spot damage are significant. The upper tier of the base is stained and has some

scuffs, and is overpainted onto sculpture. This should be cleaned up and redone for optimal appearance.

Step 1

Low pressure washing of entire sculpture and base using anionic surfactants (*1) to remove dirt and grime to provide a clean surface to proceed.

Step 2

Precision removal of damaged and missing layers to the point where needed to address any damaged layers.

Step 3

Smoothing treated areas to ensure a smooth buildup of repairs

Step 4

Where necessary treat any exposed aluminum with aluminum sealer (* 3) to inhibit any remnant of corrosion.

Step 5

Where applicable, apply black aluminum primer (*4) in multiple layers as needed to create a level surface for inpainting.

Step 6

Inpaint missing or faded areas of color on the treated areas of the sculpture as well as the painted base using golden acrylic paints (*5) which have the highest degree of light fastness thereby giving the damaged areas two levels of color UV protection once the UV top coat is applied improving the longevity of the sculpture's color.

Step 7

Top coat all repaired areas and areas where future damage is most likely to occur using 2 component epoxy topcoat (*6) which has excellent adhesion properties to all surfaces and superior UV and weather and chemical resistance.

Step 8

Remove the overpainting of the concrete base which has covered parts of the lower tubing. So these areas can be repainted and sealed. Then paint the concrete base precisely so that the juncture of sculpture and base is concise improving its appearance.

Cost. \$9200

If city paints lower portions of base as described at end of step 9 in ***Caribbean Squid*** in optional city participation section subtract \$150

Laura Fisher Huck 2013

Aluminum, primer, acrylic paint and sealer and bronze plaque

Dimensions: approximately 10H with base x 6 width x 3ft depth of span

Lauderdale by the Sea

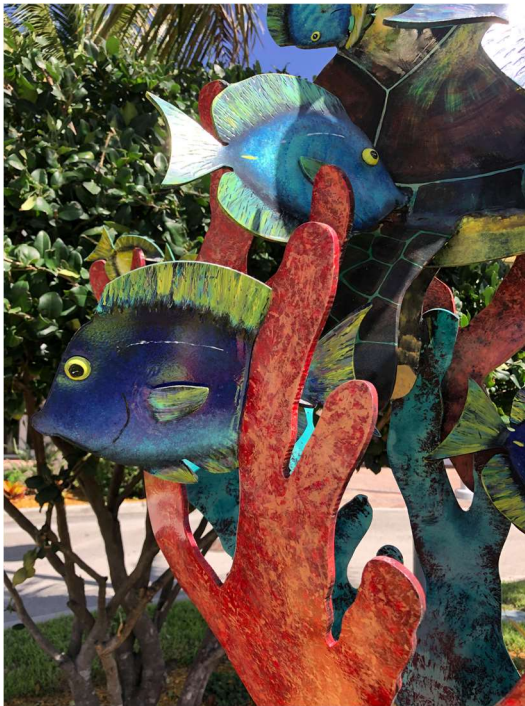
Downtown

Description of sculpture

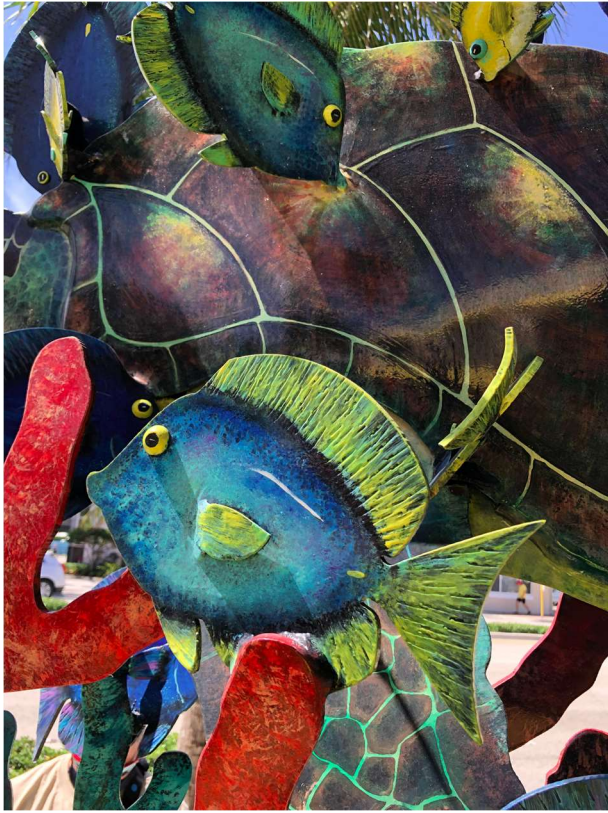
A large green sea turtle swims amongst a school of blue tang, around an orange and blue coral formation.

Condition; Priority 4

This piece is in very good condition with only a dozen or so areas showing the beginnings of some UV penetration. The oxidized mounting hardware should be addressed to avoid damage within one year or as seen by monitoring.



The colors are bright with minimal deterioration, as seen in the following photos.





Recommendations:

Monitor any spread oxidation of mounting hardware, and address this or additional observed issues.

Cost N/A at this time



#6 “The Sun Bird”

Artist: Carl Wagner

Bronze, Granite Base

Dimensions: 15ftH x 8ft width including wingspan of birds

Lauderdale by the Sea in Anglin’s Square

Description of Sculpture

A lost wax bronze casting of two pelicans in flight over a cast and pieced together bronze sphere mounted to a granite base, atop a brick masonry circular border.

Condition: *Priority 1

This is a well made bronze sculpture, which is stable and well mounted. At this time the sculpture is mainly suffering from lack of maintenance issues. The importance of regular waxing as described in the introduction to the report is the predominant cause of the issues of its current condition.

Regarding the sphere

The welds used in the creation of the sphere to join its structure have oxidized to create different colors of horizontal circular bands and vertical lines. This is not uncommon because the welding rods for the assembly of the pieces can often vary slightly from the exact

composition of the bronze, thereby oxidizing and discoloring at different rates when exposed to the elements. In this case the lack of regular waxing has been the main issue . Because the lines on the sphere are prominent at this point, the surface needs to be cleaned of any remnants of old wax, polished to unify the finish as close as possible and minimize the delineation caused by the welds. After which the bronze will be heated and the most durable topcoating of wax will be able to penetrate a thin layer of the surface and minimize the apparent delineations. This method provides superior protection than cold applied waxes so often used. After several coats of wax, the piece will be polished to a semi gloss like finish which should minimize the variations and color and greatly improve the appearance of the piece as well as making it easier to maintain.

Please let me know if the carved in 'The Sun Bird' 'Carl was here' is part of the original piece or does all or part of this text need to be in filled with welds and refinished.

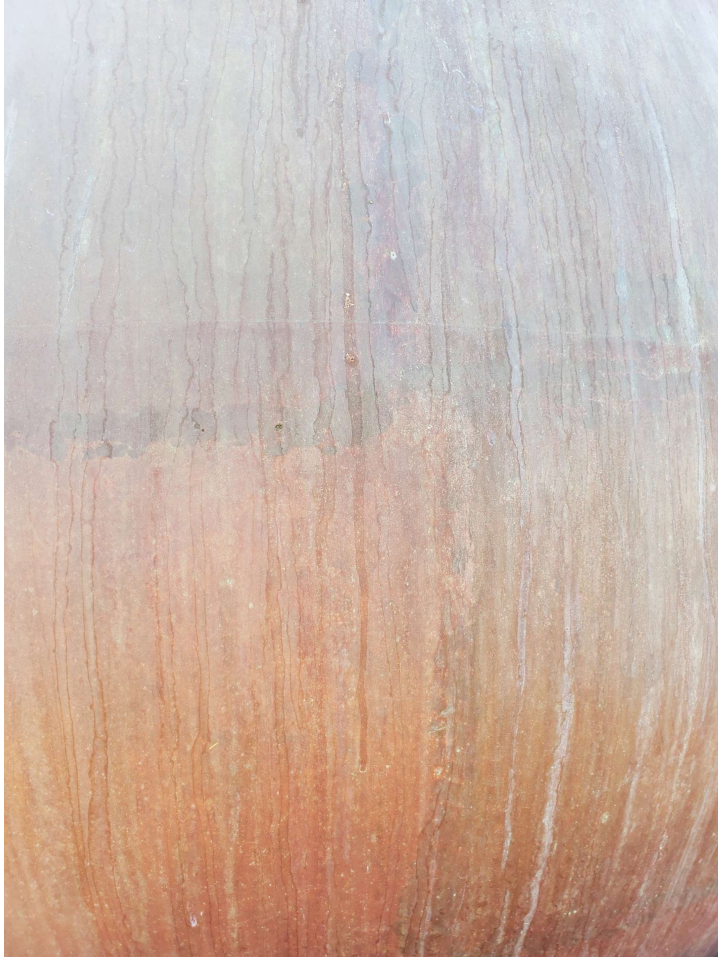
Regarding the Pelicans,

The quality of the casting is excellent and the structure is solid, however, similar discoloration issues have occurred where the wings join the body, due to the oxidation of the welds being inconsistent with the bronze and being unprotected by wax. There are also small areas of spot damage, blotchy oxidation, and larger areas of inconsistent finish. The birds will require a more detailed cleaning due to the irregular shapes, crevices and peaks.

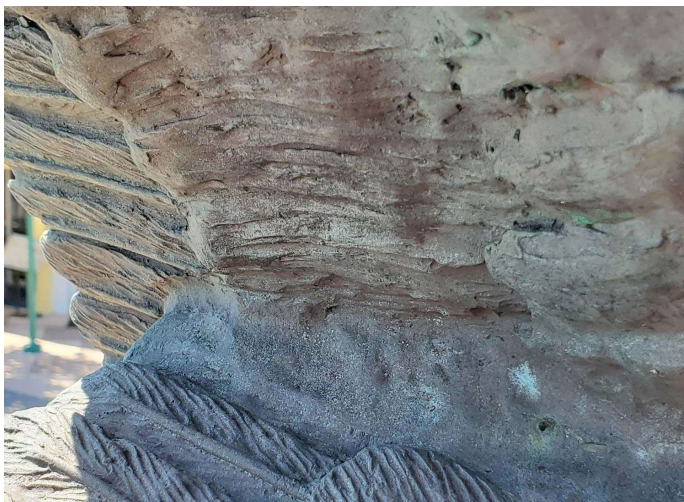
It is my understanding that a pressure cleaning was performed on the piece which most likely removed an excess of natural or applied patination due to the absence of protective wax. This is most apparent in the pelicans where the uneven patina can be seen.

The mounting pole that attaches the birds to the sphere should be treated as per its properties to prevent further oxidation. The base is in excellent condition requiring a light pressure washing with appropriate cleanser.

Vertical and horizontal weld oxidation lines and title And or graffiti.



Irregular streaks of oxidation caused by contaminated water running down from top of sphere over time, appear as uneven discolorations or blotches in varying sizes and degrees.



On the Pelicans, areas of spot damage, blotchy oxidation and larger areas of inconsistent finish are visible



Discoloration issues have occurred where the wings join the body, due to the oxidation of the welds being inconsistent with the bronze



Visible areas of rust, surface pitting and spot damage as well as stains to the top of the sphere where related damage has spread.

Step 1

Low pressure washing of entire sculpture and base using anionic surfactants (*1) to remove dirt and grime to provide a clean surface to proceed.

Step 2

Second pressure washing with higher concentration of anionic surfactants (*1) and a higher pressure setting to remove any remnants of remaining wax and deeply embedded residue in pitted and deeply creased areas.

Step 3

Treat oxidation to pole mounting pelicans to sphere with appropriate rust neutralizers (*pending product selection) as necessitated by material. Finish and seal (*pending product selection) surface of mounting pole to match color and optimize longevity.

Step 4

On the pelicans, clean and unify surfaces using three grades of bronze cleaning and polishing compounds (*pending product selection) applied in crevices by hand with medium and fine buffing pads (*2) and in larger flat areas using a circular buffer

On the sphere, unify surfaces with three grades of polishing compounds using circular buffers after any needed infiling of graffiti and or authentic signature by welding and grinding smooth.

Step 5

On the pelicans, unify the blotchy patina by heating the bronze with a propane (*pending product selection) wide nozzle torch and apply appropriate mixtures of cupric nitrate (*pending product selection) and ferric oxide (*pending product selection) to achieve a uniform and natural aged patina. Then, the reheated pelicans will receive an application of silica wax (*pending product selection) which penetrates into the pores of the heated bronze providing a much more durable protective layer than commonly used cold wax products.

On the sphere, any pronounced variations on colors caused by the previous damage can be minimized by an application of cupric nitrate to the heated bronze surfaces.

Note * After the application of wax, any inconsistencies will be even less visible. However, since the damage caused by the oxidized welds has progressed to such a degree because of being unprotected by the proper wax for so long, there is no guarantee that they will not be partially visible.

Step 6

The buffing of the applied waxes to a semi gloss sheen using soft pads and buffing wheels followed by an inspection to determine the uniformity of application and touchup and rebuffing of any needed areas.

The result

By having addressed these slowly progressing issues with the most thorough and durable restoration, this piece will not require extensive restorations in the future if scheduled recommendations regarding maintenance are followed.

Cost. \$12500

Cost Variables

- If no electrical outlet is available allowing for safe egress of passers by within 100 ft, add \$300 for a generator.
- If no water hose connection is available within 100 ft, allowing for safe egress of passers by. Add \$ 400 for approximately 400 gallons of water transported to site

Price variables unique to this piece: Access to a lift or cherry picker able to reach top and top sides of sculpture with a qualified operator by city for up to 5 days or as needed or a scaffolding system allowing access to these areas to remain in place for approx 4 -6 hrs per day, by city, or cost of renting and or hiring equipment and or operator to be determined or

Price Variables, Provisions and Requests for all Sculptures

A cone or pole system complying with city ordinances with security tape surrounding sculpture and its extension over public areas, street and sidewalk for safety during working hours for duration of work. Provided by the city or by us **cost to be determined.**

Access to secure, covered storage of approximately 15' by 15' where paint, pressure washer, ladders, safety equipment can be stored for the duration of the project, **otherwise rental of a nearby storage space will be necessary and additional cost to be determined will be communicated to you.**

At times, the use of a golf cart to move materials from storage to site locations would expedite the timeline and will be greatly appreciated.

Materials descriptions and safety information

To be completed once variables, timeline and logistics are finalized.

Total cost for these 6 sculptures less any cost variables as described in each description in Price Variables, Provisions and Requests for all Sculptures.

\$41,200

Prepared by William Bock,
William Bock Fine Art

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

This Agreement (the “Agreement”) made and entered into this ___ day of _____ 2021 (the “Effective Date”), by and between the Town of Lauderdale-By- The-Sea, a Florida municipal corporation (the “Town”) and William Bock Fine Arts, LLC, a Florida limited liability company (the “Contractor”).

WHEREAS, the Contractor desires to contract with the Town and the Town desires to contract with Contractor for art restoration and maintenance services.

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

1. Services. Contractor, as an independent contractor, at its own cost and expense, perform the art restoration and maintenance services as described in the Proposal, attached hereto and incorporated herein as **Exhibit A** (the “Services”). Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized work. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the services required hereunder.
2. Term. This Agreement shall commence on the Effective Date and shall remain in effect for four years, unless terminated as provided in this Agreement. The Town may renew this Agreement for two additional two-year renewal terms.
3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town.
4. Compensation. Compensation hereunder shall be paid to Contractor as provided in Contractor’s Proposal, attached hereto as **Exhibit A**, for a total amount not to exceed \$200,000.00 for the entire term of the Agreement, including renewal terms. Contractor shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Contractor in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.
5. Books and Records. Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 15. The Town shall have the right to audit the books and records of Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town’s disallowance and recovery of any payment to Contractor based upon such entry.

Town of Lauderdale-By-The-Sea

PROFESSIONAL SERVICES AGREEMENT

6. Warranty. Contractor agrees to remedy all defects in the work or materials furnished to Town and/or and the workmanship performed under this Agreement during the term of this Agreement and for thirty days thereafter.

7. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. 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. The provisions of this section shall survive termination of this Agreement.

8. Termination.

- a. **Termination for convenience.** The Town may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Contractor invoice the Town for Services not yet provided.
- b. **Termination for cause.** This Agreement may be terminated by either party upon 7 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the Town, Contractor shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 8a. of this Agreement, and the provisions of Section 8a. shall apply.

9. 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:

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

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, Florida 33308

For The Contractor: William Bock
William Bock Fine
Arts, LLC. 11 Largo Dr.
South Stamford, Ct
06907

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

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

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

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

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

Town of Lauderdale-By-The-Sea

PROFESSIONAL SERVICES AGREEMENT

damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired and Non-Owned Auto Liability.

12. 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.

13. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

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

15. Chapter 119 (Public Records). Contractor shall comply with public records laws, as set forth in Chapter 119, Florida Statutes, and shall:

- a. Keep and maintain public records required by the Town to perform the services.
- b. Upon request from the Town's custodian of public records, 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 in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the Town.

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

- d. Upon completion or earlier termination of this Contract, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town 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 Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

24.1.5. REQUEST FOR RECORDS; NONCOMPLIANCE.—

- (a) A request to inspect or copy public records relating to this Contract must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the Contractor of the request, and the CONTRACTOR must provide the records to the Town or allow the records to be inspected or copied within a reasonable time.
- (b) If a Contractor does not comply with the Town's request for records, the Town shall enforce the contract provisions in accordance with this Contract.
- (c) A Contractor who fails to provide the public records to the Town within a reasonable time may be subject to penalties under s. 119.10

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

16. Scrutinized Companies

- (a) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that

Town of Lauderdale-By-The-Sea

PROFESSIONAL SERVICES AGREEMENT

Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- (b) If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

17. 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.

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

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

20. No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation,

Town of Lauderdale-By-The-Sea

PROFESSIONAL SERVICES AGREEMENT

individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

21. Ethics.

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

22. Verification of Employment Eligibility. Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

23. 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.

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

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

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors, Interim Town Manager

By: _____
William Bock, Owner

Print Name

Attest: _____
Tedra Allen, Town Clerk

Approved as to Form and Legal Sufficiency:

Susan L. Trevarthen, Town Attorney

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3 **A RESOLUTION OF THE TOWN COMMISSION OF THE**
4 **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,**
5 **APPROVING AN AGREEMENT WITH WILLIAM BOCK**
6 **FINE ART, LLC, FOR ART RESTORATION AND**
7 **MAINTENANCE SERVICES; AUTHORIZING THE TOWN**
8 **MANAGER TO EXECUTE THE AGREEMENT;**
9 **PROVIDING FOR IMPLEMENTATION; AND PROVIDING**
10 **FOR AN EFFECTIVE DATE.**

2 **WHEREAS**, while performing routine maintenance, Town staff noticed that several
3 sculptures in the plazas on Commercial Blvd. were beginning to fade and were showing other signs
4 of deterioration; and

15 **WHEREAS**, pursuant to Section IV.H. of the Town's Purchasing Manual, budgeted
16 services that involve special skill, ability, training, or expertise of a unique, original or creative
17 nature are exempt from the competitive solicitation requirements set forth in the Purchasing
18 Manual; and

19 **WHEREAS**, the Town wishes to contract with William Bock Fine Art, LLC (“William
20 Bock”), to provide resotation and maintenance services for the Town’s sculptures (the “Services”),
21 for an initial term of four years with two optional two-year renewal terms, for a total amount not
22 to exceed \$200,000.00 (the “Agreement”); and

23 **WHEREAS**, the Town Commission deems it to be in the best interest of the Town and its
24 residents to approve, and authorize execution of, an Agreement with William Bock for the
25 Services.

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

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

30 **SECTION 2. Agreement Approved.** The Agreement with William Bock for the
31 Services, attached hereto as Exhibit “A,” for a total amount not to exceed \$200,000.00, is hereby
32 approved.

SECTION 3. **Authorization to Execute the Agreement.** The Town Manager is hereby authorized to execute the Agreement with William Bock, attached 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 passage and adoption.

PASSED AND ADOPTED on this 26th day of October, 2021.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: October 26, 2021

Submitted By: Debbie Hime, Special Event and Marketing Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-63 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH CONCEPTUAL COMMUNICATIONS, LLC FOR MARKETING AND PUBLIC RELATIONS SERVICES, UTILIZING THE CITY OF WILTON MANORS CONTRACT PROCURED PURSUANT TO REQUEST FOR PROPOSAL NO. 2016.11 FOR MARKETING AND PUBLIC RELATIONS SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: Three years ago, the Town entered into a continuing services agreement with Conceptual Communications, LLC ("Conceptual") to create and implement the Town's three-year Strategic Marketing Plan. The Town's Continuing Services Agreement with the Conceptual (**Exhibit 1**) will expire on January 6, 2022.

Our current Strategic Marketing Plan began to bring people to town to enjoy our restaurants and businesses in addition to our beautiful beaches. Our Plan reminds visitors why our motto "Relax...You're Here" fits the Town's culture so well. Conceptual Communication's first agreement with the Town has been successful, but to sustain our success, we should continue marketing.

The Town's options are:

1. Issue an RFP for proposals from companies to create and implement a new three-year plan;
2. Enter into a new three-year agreement with Conceptual utilizing the Piggyback process; or
3. Discontinue the marketing program.

Conceptual has been very effective in developing the Town's target marketing campaigns to couples ages 30-55 and young families. Their success was especially apparent in pivoting the Town's marketing efforts during COVID to highlight shops, restaurants, and hotels in the Town, and increase interest throughout the summer to potential visitors from Florida's drive market.

Wilton Manors entered into a contract with Conceptual on September 13, 2016, for marketing and public relations services (the “Services”) pursuant to the Wilton Manors Request for Proposal No. 2016-11 (the “Wilton Manors Contract”). The term of the Wilton Manors Contract is for a three-year term, beginning on September 1, 2016, and ending on August 31, 2019, with the option to renew the contract for two, two-year renewal terms. On July 14, 2021, the Wilton Manors Contract was renewed for its final two-year renewal term commencing on September 1, 2021 and ending on August 31, 2021.

The Town Purchasing Manual authorizes the Town to select and contract using the competitive bid process of another government entity as an exception to the otherwise required formal bidding process, more commonly referred to as “Piggyback” Given Conceptual’s current knowledge of the Town’s strengths, weaknesses, goals, and brand, staff is recommending the Commission approve and authorize the Town Manager to execute piggyback agreement with Conceptual for the Services, utilizing the Wilton Manors Contract **(Exhibit 2)**. The piggyback agreement has a broader scope than our current agreement **(Exhibit 3)**, which will allow expansion of marketing and public relations opportunities, if needed.

This item was budgeted in the 2021 budget in the amount of \$30,000.

Recommendation: Approve, and authorize the Town Manager to execute, a piggyback agreement with Conceptual for the Services (Exhibit 4).

Attachments:

- Ex.1 – Town Agreement with Conceptual
- Ex.2 – WM Agreement with Conceptual
- Ex.3 – Conceptual Response to WM RFP 2016-11
- Ex.4 – Town Piggyback Agreement with Conceptual
- Ex.5 – Resolution 2021-63

**Marketing Services
Agreement**

CONTINUING SERVICES AGREEMENT

Between

TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

And

CONCEPTUAL COMMUNICATIONS, LLC

CONTINUING SERVICES AGREEMENT

Between

**TOWN OF LAUDERDALE BY-THE-SEA,
FLORIDA**

And

CONCEPTUAL COMMUNICATIONS, LLC

THIS AGREEMENT is made between the Town of Lauderdale By-The-Sea, Florida, a Florida municipal corporation (hereinafter referred to as the "TOWN") and CONCEPTUAL COMMUNICATIONS LLC, a Limited Liability Company authorized to do business in the State of Florida, (hereinafter referred to as the "CONTRACTOR"), whose principal place of business is 901 Progresso Drive, Suite 210, Fort Lauderdale, FL 33304.

WHEREAS, pursuant to TOWN RFP No.18-09-01 (the "RFP"), the TOWN requested proposals from qualified firms and selected the CONTRACTOR to provide professional marketing services to implement the three year strategic marketing plan for the TOWN ("Plan"); and

WHEREAS, the Town Commission engaged the services of Contractor at the January 10, 2018 meeting to develop the Plan, approved the Plan on July 24, 2018, and engaged Contractor to implement the plan RFP 18-09-01 on October 23, 2018, and

WHEREAS, the CONTRACTOR is willing and able to perform such professional, services for the TOWN within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Agreement"); and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONTRACTOR agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

- 1.1 **Compensation:** The total amount to be paid by the TOWN for the CONTRACTOR's implementation of the Plan under this Agreement, as set forth in each Work Authorization, exclusive of reimbursable expenses.

Marketing Services Agreement

- 1.2 **Reimbursable Expenses:** The expenses directly attributable to the Work Authorization and for which the TOWN agrees in advance in writing are costs the TOWN will reimburse to the CONTRACTOR. Reimbursable expenses may include the actual cost of the work outlined in the Plan.
- 1.3 **Work Authorization:** An agreement to provide services for a particular project or service. This Agreement is deemed incorporated into all future Work Authorizations between the parties.
- 1.4 **Travel Expenses:** Travel expenses or expenses incurred by Contractor within or outside of Broward County related to performing the services for a particular project under this Agreement. Travel expenses, whether to the specific project or otherwise, shall not be reimbursed unless CONTRACTOR has secured advance written authorization for such expenses from the Town Manager. All approved travel expenses will be reimbursed in accordance with the TOWN'S adopted travel policy.

SECTION 2. WORK AUTHORIZATIONS/SCOPE OF SERVICES/COMPENSATION

- 2.1 The CONTRACTOR shall provide professional services to implement the Plan to the TOWN under a Work Authorization as approved from time to time by either the Town Commission or Town Manager. There is no minimum amount of service guaranteed by this agreement.
- 2.2 The Town Manager may enter into negotiations with the CONTRACTOR for a Work Authorization(s) under the terms and conditions of this Agreement. The TOWN shall initiate the negotiations by providing the CONTRACTOR with a "Scope of Services Request," requesting a proposal to provide the described services. The CONTRACTOR shall prepare a proposal which shall include those subjects specified in subsection 2.3 (a) through (d). The Town Manager or designated representative and CONTRACTOR shall negotiate the terms of the Work Authorization in accordance with the provisions of this Section.
- 2.3 The TOWN and CONTRACTOR shall utilize as the agreement for each Work Authorization, a copy of the form attached as Exhibit "A". Each Work Authorization is deemed to have the terms of this Agreement incorporated therein and will set forth, among other things, the following:
 - a. The scope of services and tasks to be performed in conformance with the Plan that was approved by Commission on July 24, 2018;
 - b. The schedule and calendar to perform various tasks of the scope of services approved, in writing, in advance by Town;
The amount and type of compensation and the payment schedule; and
 - c. The CONTRACTOR'S Project Manager and any subcontractors assigned to the Work Authorization.

Marketing Services Agreement

- 2.4 The Town agrees to pay the CONTRACTOR compensation, as set forth in each negotiated Work Authorization. Total compensation under this Agreement shall not exceed \$131,700.
- 2.5 If the CONTRACTOR's services for a particular project are required on an hourly basis, the CONTRACTOR shall charge the TOWN for professional services at those hourly fees as specified in Exhibit "B" attached hereto and incorporated herein for all purposes. The Work Authorization shall specify that the CONTRACTOR's services shall be provided on an hourly basis with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.
- 2.6 Estimates of Work: Services shall be mutually agreed upon in writing by the CONSULTANT and Town in the form estimates to be attached.
- 2.7 CONTRACTOR shall invoice the TOWN on a monthly basis for services rendered the previous month, or as otherwise set forth in the Work Authorization. The invoice shall identify work completed, by whom, and the percentage of the Work Authorization completed. After receipt of the invoice, the TOWN shall notify CONTRACTOR of any discrepancies or disputed items on the invoice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records and payment records of CONTRACTOR. The TOWN shall pay the CONTRACTOR the undisputed portion of the invoice within thirty (30) days of receipt of the invoice. The Town Manager shall make a final determination regarding any disputed portion of the invoice within forty-five (45) days of receipt of the invoice. In the event of a disputed invoice or portion of an invoice, mediation between the TOWN and CONTRACTOR shall be held by the Town Manager during the aforesaid forty-five (45) day period.
- 2.8 Performance of work by CONTRACTOR prior to execution of a Work Authorization shall be at CONTRACTOR's sole risk. Time is of the essence with regard to time frames stated herein and in any Work Authorization issued hereunder.
- 2.9 The Town Manager is authorized to negotiate and execute a Work Authorization for projects in which the total of CONTRACTOR'S services under this Agreement does not exceed the total amount of compensation provided for in this Agreement, unless formally increased by the Town Commission. Pursuant to the Purchasing Manual, the Town Manager may negotiate and execute another agreement with CONTRACTOR for services that fall outside the scope of this Agreement so long as it is below the Town Manager's authority (currently \$15,000). Should the Town Commission formally increase the Town Manager's authority to execute Work Authorizations, this Agreement shall automatically be adjusted to reflect that higher authority level.

SECTION 3. TERM/TERMINATION

- 3.1 **Term of Agreement.** This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for one (1) year, unless

and until terminated pursuant to the terms of this Agreement. This Agreement may be renewed by TOWN for two (2) one-year extensions. Each Work Authorization shall specify the scope of work and period of service agreed to by the TOWN and CONTRACTOR for services to be rendered under said Work Authorization.

- 3.2 **Termination For Convenience.** Either party to this Agreement shall have the right at any time to terminate this Agreement for any reason whatsoever or without reason, with thirty (30) calendar days' written notice. If any such termination notice is provided by the TOWN, the CONTRACTOR shall immediately cease work on any Work Authorizations issued under this Agreement upon receipt of the notice from the TOWN. In the event the TOWN terminates the Agreement as provided for herein through no fault of the CONTRACTOR, the TOWN shall pay to the CONTRACTOR its reasonable costs actually incurred as of the date of notice.
- 3.3 **Termination of Work Authorization** - Work Authorization(s) may be terminated through the following provisions:
- a. **For Cause.** A Work Authorization may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONTRACTOR abandons a Work Authorization or causes it to be terminated by the TOWN, the CONTRACTOR shall indemnify the TOWN against any loss pertaining to the termination. In the event that the CONTRACTOR 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 as referenced below.
 - b. **For Convenience.** A Work Authorization may be terminated by the TOWN for convenience upon fourteen (14) calendar days' written notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall incur no further obligations in connection with the specific project and shall, to the extent possible, terminate any outstanding third party obligations with regard to the specific project. The CONTRACTOR shall be compensated for all services performed to the satisfaction of the TOWN and for approved Reimbursable Expenses incurred prior to the date of termination. The CONTRACTOR shall promptly submit its invoice for final payment and reimbursement. Under no circumstances shall the TOWN make any payment to the CONTRACTOR for services which have not been performed or for any lost profit.
 - c. **Suspension for Convenience.** The TOWN shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the TOWN, the CONTRACTOR shall immediately comply with same. In the event the TOWN directs a suspension of performance as provided for herein through no fault of the CONTRACTOR, the TOWN shall pay to the CONTRACTOR its reasonable costs, actually incurred

resulting from such suspension.

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 4.1 **Changes in Work Authorizations.** In the event that CONTRACTOR believes that work outside of the scope of the Work Authorization has been requested or must be undertaken, CONTRACTOR will notify the Town in writing and may not expect compensation for performing the work in question unless the TOWN agrees to such compensation through a TOWN approved amendment to the Work Authorization. If it is agreed in writing by TOWN that additional services are warranted, CONTRACTOR shall begin work after Commission or Town Manager approval, as applicable.
- 4.2 **Non-Exclusive Agreement.** The TOWN may issue solicitations for the type of services addressed hereunder at any time and may utilize the services of any other contractor or vendor for the same or similar services. Nothing in this Agreement shall be construed to give the CONTRACTOR a right to perform services for a specific project. No specific quantity of work is guaranteed or offered hereunder by TOWN.
- 4.3 **Disclaimer of Joint Venture.** CONTRACTOR and Town warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between TOWN and CONTRACTOR. CONTRACTOR shall be solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of TOWN. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are employees of TOWN.
- 4.4 **Right of Inspection:** The Town Manager or his designee shall have the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

SECTION 5. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Work Authorization that require acts beyond the date of the termination shall survive the termination and shall remain in full force and effect unless and until the terms or conditions are completed.

SECTION 6. TOWN'S RESPONSIBILITIES

- 6.1 TOWN shall assist CONTRACTOR by placing at its disposal available information that is pertinent to the Work Authorization as may be requested in writing by the CONTRACTOR and allow reasonable access to pertinent information relating to the services to be performed by CONTRACTOR.

- 6.2 Arrange for access to and make all provisions for CONTRACTOR to enter upon public property as required for CONTRACTOR to perform services.

SECTION 7. ETHICS

- 7.1 CONTRACTOR warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- 7.2 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.
- 7.3 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.
- 7.4 Compliance with Applicable Law: This Agreement shall be governed by the laws of the State of Florida. 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.

SECTION 8. POLICY OF NON-DISCRIMINATION/WAGES

- 8.1 The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.
- 8.2 If the Project is funded with federal and/or state funds, CONTRACTOR shall become familiar with and agrees to comply with all applicable provisions of federal, state and local law governing such funding.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

- 9.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the TOWN or furnished by the CONTRACTOR pursuant to any Work Authorization, shall become the property of the TOWN, whether the Work Authorization for which they are made is completed or not, and shall be delivered by CONTRACTOR to the TOWN within ten (10) working days after receipt of written notice requesting delivery of said documents or digital files. In no event shall the CONTRACTOR, use, or permit to be used any of such documents without TOWN'S prior

written consent.

- 9.2 All subcontracts for any Work Authorization shall provide that all such documents referenced in this Section shall become the property of the TOWN.
- 9.3 All deliverables should be provided in hard copy format as well as electronic format to the TOWN. Drawings should be provided in PDF, spread sheets in Microsoft Excel, and written documentation should be provided in Microsoft Word. The date of submittal to the TOWN shall be deemed to be the later of delivery of hard copies and delivery of electronic copies as applicable.
- 9.4 Non-Solicitation. TOWN acknowledges that any introductions or relationships concerning communications/PR/media opportunities and potential transactions, situations, and/or persons (collectively, the "Business Opportunity"), is the personal property of CONTRACTOR. For this reason, during the term of this Agreement, TOWN agrees not to contact, or initiate contact with, at any time, for any purpose, directly or indirectly, any Business Opportunity introduced by CONTRACTOR, or any officer, director, shareholder, consultant, attorney, employee, agent or other affiliate of the Business Opportunity, unless such approval is specifically granted in written form by CONTRACTOR on a case by case basis. During the term of this Agreement, all communications of TOWN and its affiliates with any Business Opportunity shall be through CONTRACTOR only, unless otherwise expressly permitted by CONTRACTOR. During the term of this Agreement, all direct communications of TOWN and/or its affiliates with the Business Opportunity, if permitted, shall be immediately copied to CONTRACTOR. In the event TOWN has a business or other relationship with any entity involved with the Business Opportunity which pre-exists the disclosure of the Business Opportunity, TOWN shall notify CONTRACTOR in writing of same.
- 9.5 Upon termination of this Agreement, a copy of all of the CONTRACTOR's work product shall become the property of the TOWN and, at the expense of the CONTRACTOR, the CONTRACTOR shall, within ten (10) working days of receipt of written direction from the TOWN, transfer to either the TOWN or its authorized designee, a copy of all work product in its possession, in its original format, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONTRACTOR pertaining to this Agreement. Further, upon the TOWN'S request, the CONTRACTOR shall assign its rights, title, and interest under any subcontractor's agreements to the TOWN.

SECTION 10. RECORDS/AUDITS

- 10.1 CONTRACTOR shall maintain and require subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to this Agreement and any Work Authorizations under this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the

Marketing Services Agreement

Town Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each Work Authorization. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance to the CONTRACTOR of any fees or expenses based upon such entries.

10.2 The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as follows:

- a) Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement required by the City to perform the service.
- b) Upon request by the City's records custodian, 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 this Agreement, and following completion of this Agreement until the records are transferred to the City.
- d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor shall be delivered to the City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.
- e) The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
- f) Any compensation due to the Contractor shall be withheld until all documents 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 tedraa@lauderdalebytheseafl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

- 10.3 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 or any Work Authorization.

SECTION 11. NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONTRACTOR violates this provision, the TOWN shall have the right to terminate this Agreement or any Work Authorization, without liability, and at its sole discretion, to deduct from the Compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor under this Agreement and any Work Authorizations. Personal services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Work Authorizations shall be those of the CONTRACTOR.

SECTION 13. ASSIGNMENT; AMENDMENTS

- 13.1 This Agreement shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the TOWN, which may be withheld in TOWN'S sole discretion.
- 13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 14. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs arise directly or indirectly from this Agreement or a Work Authorization issued hereunder, or are caused by the acts or failure to act by CONTRACTOR or any persons employed or utilized by the

CONTRACTOR in the performance of this Agreement or any related Work Authorization. The CONTRACTOR'S obligations under this Section shall survive termination of this Agreement and any related Work Authorization.

SECTION 15. INSURANCE

- 15.1 The CONTRACTOR shall secure and maintain throughout the duration of this Agreement and any Work Authorization, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as may be incurred under any Work Authorization. Contractor shall provide evidence of professional liability insurance in the amount of at least \$300,000.00 per incident and workers compensation insurance in compliance with the insurance laws of the state of Florida. Other insurance will be as TOWN specifies before execution of any Work authorization and must be issued by an insurance company rated B+ or better (A.M. Best rating). The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.
- 15.2 Prior to execution of any Work Authorization, the CONTRACTOR shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically Name the TOWN as additionally insured. The TOWN reserves the right to require the CONTRACTOR to provide a certified copy of the policies, upon written request by the TOWN. If a policy is due to expire prior to the completion of the services under this Agreement or a Work Authorization, renewal certificates of insurance or policies shall be furnished to TOWN thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CONTRACTOR before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.
- 15.3 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The Town Manager may require the CONTRACTOR, as a condition of execution of a particular Work Authorization, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.
- 15.4 The TOWN reserves the right to change the insurance requirements to meet the circumstances of a particular Work Authorization.
- 15.5 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The Town Manager may

require the CONTRACTOR, as a condition of execution of a particular Work Authorization, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.

- 15.6 The TOWN reserves the right to change the insurance requirements to meet the circumstances of a particular Work Authorization.

SECTION 16. REPRESENTATIVE OF TOWN AND CONTRACTOR

- 16.1 **TOWN Representative.** The TOWN designates the Town Manager or his/her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
- 16.2 **CONTRACTOR Representative.** CONTRACTOR shall inform the TOWN Representative, in writing, of the representative of the CONTRACTOR to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 17. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

- 17.1 If either the TOWN or CONTRACTOR is required to enforce the terms of this Agreement or any Work Authorization 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 costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.
- 17.2 In the event of any litigation arising out of this Agreement or any Work Authorization, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

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

SECTION 19. CONTRACTOR'S RESPONSIBILITIES

- 19.1 The CONTRACTOR shall exercise the same degree of care, skill and diligence in the performance of the services under this Agreement and any related Work Authorization as is ordinarily provided by a professional marketing, advertising and graphic design firm under similar circumstances. If at any time during the term hereof during the performance

Marketing Services Agreement

of any Work Authorization, it is determined that the CONTRACTOR'S work is inadequate, incorrect, defective or fails to conform to the requirements a particular Work Authorization, upon written notification from the TOWN, the CONTRACTOR shall immediately proceed to correct the work, re-perform services which failed to satisfy the required standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work. The TOWN'S rights and remedies under this Section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement or the Work Authorization.

- 19.2 The CONTRACTOR'S obligations under this Section shall survive termination of this Agreement or related Work Authorization.

SECTION 20. SUBCONTRACTORS

- 20.1 In the event the CONTRACTOR requires the services of any subcontractors or other professional associates in connection with services covered by any Work Authorization, the CONTRACTOR must secure the prior written approval of the Town Manager.
- 20.2 Any subcontract with a subcontractor shall afford to the TOWN rights against the subcontractor which correspond to those rights afforded to the TOWN against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein.
- 20.3 No reimbursement shall be made to the CONTRACTOR for any subcontractors that have not been previously approved by the TOWN for use by the CONTRACTOR.

SECTION 21 NOTICES:

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Laurie Menekou, Owner
901 Progresso Drive, 210
Ft. Lauderdale, FL 33304
Telephone: (954) 732-0754

FOR TOWN:

Town of Lauderdale by-the-Sea
Attention: Bud Bentley, Town Manager
4501 Ocean Drive

Marketing Services Agreement

Lauderdale by-the-Sea, Florida
33308 Telephone: (954)640-4200

With a copy to:
Town of Lauderdale --By-The Sea
Attention: Town Attorney
4501 Ocean Drive
Lauderdale by-the-Sea, Florida
33308 Telephone: (954)7640-4200

SECTION 22. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Work Authorization. Venue of any action to enforce this Agreement or any Work Authorization shall be in Broward County, Florida.

SECTION 23. GOVERNING LAW

This Agreement and any Work Authorization shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 24. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 25. EXHIBITS

Each Exhibit and all Contract Documents referred to in this Agreement form an essential part of this Agreement. The Exhibits and Contract Documents, if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 26. SEVERABILITY

If any provision of this Agreement or any Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 27. SCRUTINIZED COMPANIES.

- 27.1 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 City 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

Marketing Services Agreement

on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- 27.2 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 City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 27.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 27.4 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.

**Marketing Services
Agreement**

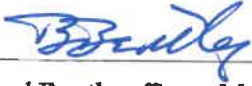
SECTION 28. COUNTERPARTS

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.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA



Bud Bentley, Town Manager

Date: 1-16-2019

CONCEPTUAL COMMUNICATIONS, LLC



Laurie Menekou, Owner

Date: 1/9/2019

Attest: 
Tedra Allen, Town Clerk

APPROVED AS TO FORM:


Susan L. Trevarthen, Town Attorney

EXHIBIT "A"

WORK AUTHORIZATION

Between

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

And

CONCEPTUAL COMMUNICATIONS LLC

for

Work Authorization No. 1

[INSERT NAME OF PROJECT]

**WORK AUTHORIZATION FOR PROFESSIONAL SERVICES
TOWN OF LAUDERDALE BY-THE-SEA**

Contractor: CONCEPTUAL COMMUNICATIONS, LLC

Address: 901 Progresso Drive #210 Fort Lauderdale FL 33305

Solicitation Name and No. RFP 18-09-01

Work Authorization No.: 1

Agreement Description: Implementation of Strategic Mktg. Plan

Effective Date: Jan. 2, 2019

Dated:

P.O. # For Work Authorization:

Budget \$46,500

Task Description: Implementation of the first year of the Town's new Strategic Marketing Plan.

In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before:
See Exhibit "C"

The total amount or the limiting amount of the compensation will be: \$46,500 unless additional services are authorized by the Town in writing.

Compensation elements are as follows:

	Method of Compensation (Lump Sum, Hourly NTE)	Amount (\$)	Project Code
Social Media Management	Lump Sum	\$10,000	
Branding & Strategy (incl. Graphic Design)	Lump Sum	\$10,000	
Public Relations/General	Lump Sum	\$6,500	
Public Relations/Niche Markets	Lump Sum	\$7,550	
Program Planning/Account Mgt.	Lump Sum	\$5,000	
SEO & Website Management	Lump Sum	\$2,500	
Trip Advisor Management	Lump Sum	\$3,000	
Visit Florida Management	Lump Sum	\$1,000	
Traditional Advertising Creative/Acct Mgt	Lump Sum	\$1,000	
Total		\$46,500	

Other Notes:

This Work Authorization is subject to the same terms and conditions of the Continuing Professional Services Contract dated _____.

Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning three (3) original signed copies to the Town Manager. The Town will send you one fully executed copy.

Town of Lauderdale-By-The-Sea Approval:

Bud Bentley, Town
Manager



(Signature)

1-16-19

(Date)

Tedra Allen, Town
Clerk

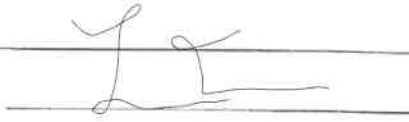


(Signature)

(Date)

Contractor Acceptance:

Contractor Name: Laurie
Menekou



Title: Owner, Conceptual Communications LLC

(Signature)

1/9/2018
(Date)

Exhibit A

Scope of Services

Implementation of Strategic Marketing Plan

1. **General Destination Marketing Consultation**: Advice related to the current and future initiatives proposed in Broward County, general tourism within the state, and by Florida tourism and related associations.
2. **Professional Assistance in Implementation**: Assistance in managing and updating the Town's three-year strategic marketing plan as the market adjusts to new strategies.
3. **Copywriting**: Create digital and print content as directed in the Town's three-year strategic marketing plan that complements Town's branding and voice.
4. **Branding/Artwork**: Develop creative concepts and products with Town's designer in alignment with Town's branding for campaigns and tactics outlined in the Plan such as: digital and print newsletters, brochures, banners, flyers, slide presentations, videos, website banners, and any other informational literature or multi-media presentations.
5. **Traditional Media**: Plan, negotiate and implement co-operative destination marketing media buys, which may include hotel and business cooperatives, as outlined in the Plan.
6. **Digital Marketing**: Develop, implement and measure tactical Internet plans as outlined in the Plan. This may include outreach targeted at businesses, tourism, website blog, other online communities and other digital communication channels, based on Town priorities, such as Trip Advisor, Google My Business, Google Ads, Retargeting, Instagram, Twitter, Sunny.org, Visit Florida, as well as search engine optimization and related search engine indexing tactics.
7. **Email List Management and Deployment**: Manage all aspects of the email marketing system as outlined in the Plan. This may include data management, such as segmenting, updating, and deployment to various targets, such as Town residents, businesses' calls to action, newsletter sign ups, and Visit Florida inquiries.
8. **Surveying/Polling**: Develop and administer online and in person surveys as outlined in the Town's three-year strategic marketing plan.
9. **Web Mastering Services**: Conduct applicable website updates and maintenance as requested, associated with tactics outlined in the Town's three-year strategic marketing plan.
10. **Media Communications**: Plan, create, manage and measure public relations services that effectively and efficiently work to accomplish the goals established in the Town's three-year strategic marketing plan. This may include pitching stories and FAM trips related to Town publications, Internet sites, influencers, bloggers, and other tourism outlets.
11. **General Destination Marketing Consultation**: Provide recommendations related to the current and future initiatives proposed in Broward County, general tourism within the state, and by Florida tourism and related associations as they relate to the effectively implementing the Town's three-year strategic marketing plan.

Exhibit B
Hourly Compensation Rates

Lauderdale-By-The-Sea
Conceptual Communications, LLC
Hourly Billing Rates

Professional Assistance in Implementation	Principal: \$125/hour
	Marketing Manager: \$75/hour
	Project Coordinator/Admin: \$45/hour
Copywriting	Content Strategist: \$65/hour
Branding/Artwork	Creative Director: \$95/hour
	Graphic Designer: \$75/hour
	Photography: \$175/hour
Traditional Media	Senior Account Executive: \$125/hour
	Junior Account Executive: \$55/hour
Digital Marketing	Digital Marketing Manager: \$75/hour
	Digital Marketing Associate: \$65/hour
Email List Management & Deployment	Digital Marketing Manager: \$75/hour
	Digital Marketing Associate: \$65/hour
Surveying/Polling	Principle Planner & Development: \$95/hour
	Street Team: \$45/hour
Web Mastering Services	Web Developer: \$95/hour
	Digital Marketing Manager: \$75/hour
	Content Strategist: \$65/hour
Media Communications	Public Relations Manager: \$95/hour
	Public Relations Associate: \$65/hour
General Destination Marketing Consultation	Project Manager: \$125/hour
	Marketing Manager: \$75/hour
	Project Coordinator: \$45/hour

The hourly rates listed for Lauderdale-By-The-Sea are the best rates provided by Conceptual Communications to any government entity in Broward County.

**AGREEMENT FOR MARKETING &
PUBLIC RELATIONS CONSULTING SERVICES**

THIS AGREEMENT FOR MARKETING & PUBLIC RELATIONS CONSULTING SERVICES ("Agreement"), made and entered into this 13th day of ~~August~~ ^{September}, 2016 by and between the CITY OF WILTON MANORS, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and CONCEPTUAL COMMUNICATIONS, LLC a Florida limited liability company, hereinafter referred to as "CONSULTANT". CITY and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

WITNESSETH:

WHEREAS, CITY has publicly announced a Request for Proposal seeking a consultant to provide a variety of marketing, public relations, communications and public affairs services (collectively, including but not limited to the aforesaid, "Services") pursuant to Request for Proposal No. 2016-11 ("Request for Proposal"); and

WHEREAS, CONSULTANT has submitted a responsive proposal which has been accepted by CITY to provide CITY with the Services, a detailed description is set forth in Exhibit A which is attached hereto and incorporated herein.

WHEREAS, CITY and CONSULTANT desire to enter into this Agreement to set forth the terms and conditions upon which CONSULTANT shall provide the Services.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms shall have the meanings herein ascribed to them in A., B., and C. below:

- A. City Manager shall mean the City Manager of the City of Wilton Manors, Florida, or his or her designee.
- B. Deliverable Products shall mean any and all documents, information and other materials generated by CONSULTANT pursuant to this Agreement.
- C. Project Scope of Services shall mean the range of Services to be performed by CONSULTANT pursuant to this Agreement. The Services shall include all necessary labor, materials, equipment, tools, consumables, transportation, skills and incidentals required to provide the Services. A more specific description of the Services is set forth within the CONSULTANT'S response to the Request for Proposal dated July 11, 2016, a copy of which is incorporated herein. CONSULTANT shall have properly trained personnel to accomplish a quality provision of the Services to the sole satisfaction of the City Manager. CONSULTANT shall provide the Services in strict conformance with the Request for Proposal. CONSULTANT covenants to strictly comply with all of the terms and conditions of the Request for Proposal. In the event of any conflict between the terms set forth in this Agreement and Request for Proposal, the terms and conditions set forth in this Agreement shall control.

2. **Schedule and Approval:** CONSULTANT shall provide each Project Scope of Services pursuant to a schedule approved, in writing, in advance, by the CITY. There is no minimum amount of Project Scope of Services guaranteed by this Agreement.

3. **Estimates of Work:** Services shall be mutually agreed upon in writing by the CONSULTANT and CITY in the form proposals to be attached to, and made part of, subsequently issued Purchase Orders.

4. **Compensation:** The compensation (whether based upon a negotiated lump sum, unit price, time and materials, hourly with a cap or some other mutually agreed-to format) contained in each separate Project Scope of Services shall be based on time reasonably expended by CONSULTANTS' personnel in performing the Services.

5. **Payment:** CONSULTANT shall submit its invoices for payment to CITY no more than once per month. Within thirty (30) days after receipt and review by CITY of a full, correct and complete invoice, CITY shall pay CONSULTANT the invoice amount. There is no guarantee as to the total cost of each or all Project Scope of Services to be provided by CONSULTANT to CITY during the term of this Agreement.

6. **Term:** The term of this Agreement shall commence on September 1, 2016, and shall continue for a three (3) - year period expiring at 11:59 p.m. on August 31, 2019 (the "Initial Term"). CITY may renew this Agreement for two additional two (2)-year period's on the same terms and conditions as the Initial Term, except there shall be no further extensions or renewals.

7. **Termination Without Default:** Both the City Manager and the CONSULTANT shall have the right at any time upon thirty (30) days written notice to CITY/CONSULTANT to terminate this Agreement hereunder for any reason whatsoever.

8. **Assignment:** CONSULTANT shall not assign, sell, or transfer any interest in this Agreement, without the prior written consent of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

9. **Compliance with Applicable Law:** This Agreement shall be governed by the laws of the State of Florida. 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.

10. **Disclaimer of Joint Venture:** CONSULTANT and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONSULTANT. CONSULTANT shall be solely responsible for the conduct of all activities and services provided by CONSULTANT as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONSULTANT is an independent contractor and

not an officer or employee of CITY. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

11. Right of Inspection: The City Manager shall have the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

12. Ownership of Documents:/Public Records:

12a. CONSULTANT shall protect, preserve and maintain all records pertaining to this Agreement pursuant to the provisions of Chapter 119, F.S., as amended from time to time. The CITY shall become the owner of the Deliverable Products upon satisfaction of any and all indebtedness to the CONSULTANT for all studies, sketches, tracings, drawings, data, computations, details, design calculations and other documents and plans that are required for or result from the CONSULTANT'S Services, with the exception of any propriety software used to generate the Deliverable Products.

12b. Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed.

12c. Records: CONSULTANT shall keep books and records and require any and all subconsultants to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, when the basis of compensation includes time or hourly rates, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

12d. Public Records. The CITY is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

- i. Keep and maintain public records required by the CITY to perform the service;
- ii. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- iii. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

- iv. . Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by CONSULTANT 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.
- v. The failure of CONSULTANT to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
2020 WILTON DRIVE
WILTON MANORS, FLORIDA 33305
(954) 390-2123

Ksims@wiltonmanors.com

13. Indemnification: The CONSULTANT shall, at all times hereafter, indemnify, defend and hold harmless the CITY, its elected officials, agents, officers and employees from and against any claim, demand or cause of action of any kind or nature (including reasonable attorneys' fees and costs) arising out of negligent act, error or omission of CONSULTANT, its agents, servants or employees in the performance of Services under this Agreement.

CONSULTANT shall indemnify, defend and hold harmless the CITY, its elected officials, agents, officers and employees from all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to Services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY, its elected officials, agents, officers and employees from to the extent that it is based on a claim that products or Services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the Services or goods furnished in the performance of the Services become unusable as a result of any such infringement or claim.

14. Insurance:

The CONSULTANT shall provide and maintain in force at all times during the Agreement with the CITY, such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, Professional Liability Insurance and Employee Dishonestly/Theft Insurance, as will assure to the CITY the protection contained in the foregoing indemnification undertaken by the

CONSULTANT.

14a. The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph 14 and such insurance has been approved by the CITY's Risk Manager nor shall the CONSULTANT allow any subconsultant to commence work on its sub-contract until all similar such insurance required of the subconsultant has been obtained and approved.

14b. Certificates of insurance, reflecting evidence of the required insurance and naming the CITY as an additional insured, shall be filed with the CITY Clerk prior to the commencement of any work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice (or such other notice as is required by the policy of insurance) has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

14c. Policyholders and Financial Ratings must be no less than "B+" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

14d. Insurance shall be in full force and effect until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

14e. Required Insurance.

COMMERCIAL GENERAL LIABILITY insurance to cover liability, bodily injury and property damage. Exposures to be covered are: premises, operations, independent proposers, products/completed operations, broad form property damage, broad form contractual coverage applicable to this Agreement and specifically confirming the indemnification set forth in paragraph 13 above, personal injury coverage with employment and contractual exclusions removed and deleted and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A. Comprehensive General Liability

1. Each Occurrence	\$500,000
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WORKERS COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the CONSULTANT shall require the subconsultant similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT and his subconsultant shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer's Liability \$500,000 per occurrence

BUSINESS AUTO LIABILITY insurance coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$100,000 per occurrence.

EMPLOYEE DISHONESTY/THEFT \$250,000

PROFESSIONAL LIABILITY/ ERRORS/OMISSIONS \$250,000 per occurrence

15. Truth in Negotiation Certificate:

Signature of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of this Agreement. The compensation agreed to in this Agreement and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the compensation was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments to compensation hereunder shall be made within one (1) year following the end of each authorized Service.

16. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

17. Remedies - Cumulative: All remedies hereinbefore and hereinafter conferred to CITY shall be deemed cumulative and no one exclusive of the other or any other remedy conferred by law.

18. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONSULTANT, shall not be deemed to be a waiver by CITY of any default or breach..

19. Entire Agreement: This Agreement, including Request for Proposal No. 2013-4-24-01 on file at the CITY, shall constitute the entire agreement between the parties. All amendments to this Agreement shall be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONSULTANT.

20. **Attorney's Fees:** Should it be necessary for either party to bring any action against the other to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees of the attorney representing prevailing party, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the terms hereof.

21. **Public Entity Crimes:** Prior to entering into this Agreement, CONSULTANT shall file a sworn statement with the Purchasing Director of CITY, as required by §287.133, Florida Statutes.

22. **Notices:** Notices and other correspondence required by this Agreement shall be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

City of Wilton Manors
Attention: City Manager
2020 Wilton Drive
Wilton Manors, Florida 33305

Conceptual Communications, LLC
Attention: Laurie I. Menekou
901 Progresso Drive, Suite 210Ft. Lauderdale, FL 33304

23. **Sovereign Immunity:** The parties hereto acknowledge that CITY is a political subdivision of the state of Florida and enjoys sovereign immunity. Nothing in this Agreement shall be construed to require CITY to indemnify CONSULTANT or insure CONSULTANT for its negligence or to assume any liability for CONSULTANT's negligence. Further, nothing in this Agreement shall alter CITY'S sovereign immunity or extend CITY'S liability beyond the limits established in section 768.28, Florida Statutes, as amended.

24. **Miscellaneous:**

24a. **Venue.** Venue for litigation concerning this Agreement shall be in Broward County, Florida.

24b. **Severability.** If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

24c. **Entire Agreement.** This Agreement, including all exhibits and work authorizations which are referred to herein, is the entire understanding of the parties hereto with respect to this Agreement and subsequent work authorizations. Said Agreement may not be modified, amended or terminated by either party except by written instrument executed by both parties or their lawful representatives, successors or assigns. No oral representations made by the CONSULTANT or its employees or agents shall be binding on the CONSULTANT unless such

representations are reduced to writing. No oral representations made by the CITY or its employees or agents shall be binding on the CITY unless such representations are reduced to writing.

24d. Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

24e. Non-Discrimination. CONSULTANT shall comply with the provisions of Section 2-269 (v), 2-269(b) and 2-270 of the Wilton Manors Code of Ordinances. CONSULTANT shall require that all subconsultants comply with Section 2-269 (b) of the Wilton Manors Code of Ordinances.

24f. Non-Solicitation. CITY acknowledges that any introductions or relationships concerning communications/PR/media opportunities and potential transactions, situations, and/or persons (collectively, the "Business Opportunity"), is the personal property of CONSULTANT. For this reason, during the term of this Agreement, CITY agrees not to contact, or initiate contact with, at any time, for any purpose, directly or indirectly, any Business Opportunity introduced by CONSULTANT, or any officer, director, shareholder, consultant, attorney, employee, agent or other affiliate of the Business Opportunity, unless such approval is specifically granted in written form by CONSULTANT on a case by case basis. During the term of this Agreement, all communications of CITY and its affiliates with any Business Opportunity shall be through CONSULTANT only, unless otherwise expressly permitted by CONSULTANT. During the term of this Agreement, all direct communications of CITY and/or its affiliates with the Business Opportunity, if permitted, shall be immediately copied to CONSULTANT. In the event CITY has a business or other relationship with any entity involved with the Business Opportunity which pre-exists the disclosure of the Business Opportunity, CITY shall notify CONSULTANT in writing of same.

24g. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

24h. Joint Preparation. Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

24i. Third Party Beneficiaries. Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

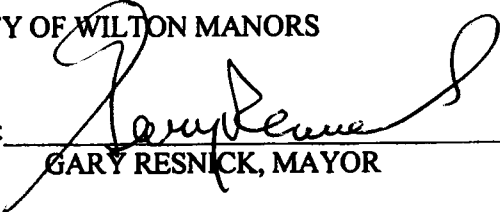
24j. Conflicts. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

24k. Facsimile or Electronic Signature Deemed Original. This Agreement and any addendum thereto, may be executed and distributed by facsimile or electronically by pdf and a copy of this Agreement or addendum thereto executed and distributed by facsimile or electronically by pdf shall be deemed an original for all purposes. The Agreement and any addendum thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

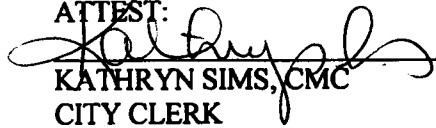
IN WITNESS WHEREOF this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

CITY OF WILTON MANORS

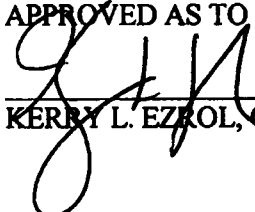
BY:


GARY RESNICK, MAYOR

ATTEST:


KATHRYN SIMS, CMC
CITY CLERK

APPROVED AS TO FORM


KERRY L. EZROL, CITY ATTORNEY

WITNESSES:

CONCEPTUAL COMMUNICATIONS, LLC
A Florida limited liability company

By:


Laurie I. Menekou, MGRM

Dated:

8/15/16

(Print Name)

(Print Name)

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Laurie I. Menekou, MGRM of Conceptual Communications, LLC, and acknowledged that she has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Conceptual Communications, LLC, who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this 15th day of August, 2016.

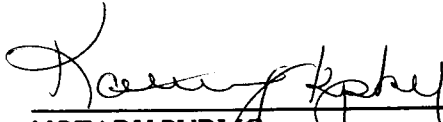

NOTARY PUBLIC
KATHARINE J KUPSKY
Print or Type Name
My Commission Expires:



EXHIBIT A

1. MEDIA AND PUBLIC RELATIONS

- A. Continue to implement and periodically update the CITY'S established strategic public relations plan in alignment with the CITY'S overall Strategic Plan, increasing the reputation and appeal of the CITY's brand.
- B. Develop and maintain a diverse media distribution list and media contacts on behalf of the CITY.
- C. Prepare and distribute press releases and media material.
- D. Perform any other public relations related services relevant to the ongoing needs of the CITY.
- E. Continue to utilize social media, with emphasis on Facebook, Twitter and other digital communication channels.
- F. Assist in the ongoing development of the content and appearance of the CITY's website

2. MARKETING

- A. Continue to implement the CITY's integrated strategic marketing plan designed to increase awareness of CITY programs, activities, events, and amenities. Implement marketing items and organize promotional communications.
- B. Utilizing the established brand standards, assist in branding the CITY and increasing the reputation and appeal of the CITY's brand. Assist in the integration of the standards into all internal and external communications.
- C. Utilizing appropriate tools, periodically generate key words to drive online traffic to CITY resources.
- D. Organize public service announcements and media-related functions regarding events. Develop printed material including newsletters, brochures, fliers, slide presentations and any other informational literature to support CITY programs, events and amenities.
- E. Conduct market research to enhance and professionalize promotional materials and identify markets. Develop marketing activities.
- F. Assist in the continuing development and delivery of the CITY's message to all internal and external stakeholders, through every available means of communications to all internal and external stakeholders through all forms of media, including social, the Town Crier, periodic e-blast newsletters, etc.
- G. Implement strategies to increase and improve social media participation of external stakeholders.
- H. Monthly develop a planned and scheduled social media calendar based on CITY priorities.
- I. Support the marketing and public relations components related to achieving the CITY's short and long term goals.
- J. Develop, implement and present monthly a CITY approved set of quantitative measures to track results.
- K. Develop and provide a coordinated compilation of B-roll video of CITY landmarks and highlights.

- L. Create a minimum of two promotional videos annually, including a video annual report and a video promoting the CITY as a tourism destination point. Assist in the distribution of the videos.
- M. Conduct market research to assist in the development and enhancement of marketing activities.

3. SALES/SPONSORSHIPS

- A. Coordinate regional and national sponsorship campaign, including packaging, (video, portfolio, folder, etc.).
- B. Develop a naming rights policy; (fees, duration, etc.) to consider CITY approval for naming facilities, structures, amenities, etc.
- C. Develop local sponsorship support in a centralized approach.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2016

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 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 Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Jill Kempton	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-538-0487	FAX (A/C, No): 561-626-3153
INSURED Conceptual Communications 901 Progresso Drive #210 Fort Lauderdale, FL 33304	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Fire Ins. Co.	NAIC # 20478
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ Prof \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	X	6021236362	08/31/2016	08/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime		6021236362	08/31/2016	08/31/2017	Employee Dishonest 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Wilton Manors is Additional Insured regarding General Liability as required by contract.

CERTIFICATE HOLDER

CANCELLATION

WILTON1

City of Wilton Manors
2020 Wilton Drive
Wilton Manor, FL 33305

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

Jill Kempton



CONCE-3

OP ID: MH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2016

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 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 Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Jill Kempton	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-538-0487	FAX (A/C, No): 561-626-3153
INSURED Conceptual Communications 901 Progresso Drive #210 Fort Lauderdale, FL 33304	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : National Fire Ins. Co.	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Prof \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		6021236362	08/31/2016	08/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			6021236362	08/31/2016	08/31/2017	Employee Dishonest 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Wilton Manors is Additional Insured regarding General Liability as required by contract.

CERTIFICATE HOLDER**CANCELLATION**

WILTON1 City of Wilton Manors 2020 Wilton Drive Wilton Manor, FL 33305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jill Kempton</i>
--	--



Tel: 1-800-841-3000

GOVERNMENT EMPLOYEES INSURANCE COMPANY
One GEICO Center
Macon, GA 31295-0001

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number: 4217-47-67-97

Coverage Period:

07-12-16 through 01-12-17

12:01 a.m. local time at the address of the named insured.

Date Issued: July 4, 2016

Endorsement Effective: 07-12-16

LAURIE I MENEKOU
714 SW 12TH AVE
FT LAUDERDALE FL 33312-2423

Email Address: LMENEKOU@GMAIL.COM

Named Insured

Laurie I Menekou

Additional Drivers

None

Vehicle

VIN

Vehicle Location

**Finance Company/
Lienholder**

1 2010 Nissan Murano JN8AZ1MU1AW005143 Ft Lauderdale FL 33312 Nissan Motor Acceptance

Coverages*

Limits and/or Deductibles

Vehicle 1

Bodily Injury Liability

Each Person/Each Occurrence \$500,000/\$1mil \$404.70

Property Damage Liability

\$500,000 \$144.70

Personal Injury Protection

Non-Ded/Insd&Rel \$153.20

Uninsured Motorist/Stacked

Each Person/Each Occurrence \$500,000/\$1mil \$204.40

Comprehensive

\$500 Ded \$54.40

Collision

\$500 Ded \$178.20

Rental Reimbursement

\$30 Per Day \$16.50

\$900 Max -

Mechanical Breakdown

\$250 Ded \$80.00

Total Six Month Premium

\$1,236.10

*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

INFORMATION PAGE

WEG WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: HARTFORD CASUALTY INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number:

14397

Company Code: 3



POLICY NUMBER:

76 WEG ZQ6083

Previous Policy Number:

NEW

HOUSING CODE: 76

1. Named Insured and Mailing Address: CONCEPTUAL
(No., Street, Town, State, Zip Code) COMMUNICATIONS LLC

FEIN Number: 461355996

901 PROGRESSO DR STE 210
FORT LAUDERDALE, FL 33304

State Identification Number(s):

UIN:

The Named Insured is: LIMITED LIABILITY COMPANY

Business of Named Insured: ADVERTISING AGENCY

Other workplaces not shown above: 901 PROGRESSO DR STE 210
FORT LAUDERDALE FL 33304

2. Policy Period: From 07/08/16 To 07/08/17
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC/PAC

PO BOX 33015
SAN ANTONIO, TX 78265

Producer's Code: 250882

Issuing Office: THE HARTFORD
3600 WISEMAN BLVD.
SAN ANTONIO
(877) 287-1312

TX 78251

Total Estimated Annual Premium: \$575

Deposit Premium: N/A

Policy Minimum Premium: \$221 FL

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Suean S. Castaneda

Authorized Representative

07/08/16
Date

07543

*3500176ZQ60830101

INFORMATION PAGE (Continued)

Policy Number: 76 WEG ZQ6083

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: FL

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$100,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$100,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, US TERRITORIES, AND
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 09 04 03B WC 09 04 07 WC 00 04 14 WC 00 04 19 WC 09 03 03
WC 09 06 06

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8810 CLERICAL OFFICE EMPLOYEES NOC	150,000	.23	345
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			345
EXPENSE CONSTANT (0900)			200
TERRORISM (9740)	150,000	.020	30
TOTAL ESTIMATED ANNUAL PREMIUM			575

Total Estimated Annual Premium: \$575

Deposit Premium: N/A

Policy Minimum Premium: \$221 FL

Interstate/Intrastate Identification Number:

Labor Contractors Policy Number:

NAICS: 541810

SIC: 7311

UIN:

NO. OF EMP: 000004

City of Wilton Manors

2020 Wilton Drive • Wilton Manors, Florida 33305 • (954) 390-2120 • FAX (954) 390-2199



Life's Just Better Here

Scott Newton
Mayor

Paul Rolli
Vice Mayor

Mike Bracchi
Commissioner

Chris Caputo
Commissioner

Gary Resnick
Commissioner

Leigh Ann Henderson
City Manager

Kerry Ezrol
City Attorney

July 14, 2021

Ms. Laurie Menkou, President
Conceptual Communications
1600 NE 26 St, Suite D
Wilton Manors, FL 33305

Dear Ms. Menekou,

I want to take this opportunity to thank you and your team at Conceptual for our continued partnership.

Pursuant to Section 6 of our Agreement, I want to formally notify you that the City is hereby exercising its option to extend the term of our agreement for the second of two allowable two year option terms commencing September 1, 2021 and ending on August 31, 2023.

We look forward to continuing our relationship with Conceptual Communications.

Sincerely,

Pamela Landi
Assistant City Manager

Acceptance of Agreement

Execution of this agreement by Conceptual Communications signifies agreement with all the terms and conditions of its agreement with the City of Wilton Manors and serves as a notice to proceed.

BY: _____

Conceptual Communication

DATE: July 15, 2021

RFP #2016-11
Marketing & Public Relations Consulting Services

Name of Firm: Conceptual Communications

Address: 901 Progresso Drive, Suite 210, Ft. Lauderdale, Florida 33304

Phone: (954) 732-0754

Contact: Laurie Menekou, President

Date: July 11, 2016

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Attachments

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• DBE, CBE, SBE Broward County Certifications	
• Business License / EIN Verification	



3.3.3 TAB 2: LETTER OF TRANSMITTAL

July 11, 2016

City of Wilton Manors
Office of the City Clerk
2020 Wilton Drive
Wilton Manors, Florida 33305

RE: RFP #2016-11

Dear Ms. Sims and Colleagues at the City of Wilton Manors:

Thank you for the opportunity to respond to your Request for Proposals. My team has had the pleasure of working with city staff for the past three years. During that time we have accomplished every goal and objective that was budgeted for and/or outlined in RFP# 2013-4-24-01. Now, it is with great pleasure and enthusiasm that I, on behalf of the Conceptual Communications team, present the City of Wilton Manors with a comprehensive response to RFP# 2016-11 for Marketing and Public Relations Consulting Services.

The words *"Life's Just Better Here"* perfectly sum up the City of Wilton Manors. While offering all the amenities and lifestyle elements of a large city, Wilton Manors still maintains and presents residents, business owners and visitors with the warmth and welcoming atmosphere of a small town. Additionally, Wilton Manors has become the leading voice for the LGBTQ community by consistently and tirelessly advocating for equality and a brighter future that doesn't include violent acts filled with terror and hate.

In addition to developing the City's brand and tagline, we have implemented strategic marketing and public relations plans, launched email marketing and social media platforms, put crises plans in place and established the overall framework for how the City's news is published.

Our collaborative efforts have yielded positive results including securing \$195,228 in media placements to-date for FY 2016, increasing website traffic by 53% from FY 2014 to FY 2015, and reaching more than 56,000 people via Facebook with targeted \$50 monthly ad campaigns in FY 2015. The next phase of our efforts will continue to activate the City's brand and work in unison with the City's strategic plan.

Target Area 1: Complementary to the City's strategic plan, marketing and outreach efforts need to remain steadfast in four key areas; proactive public safety, sound government, strategic growth and redevelopment, and innovating and adapting for the future.

Target Area 2: The City must also focus on continuing to attract new businesses, retain current businesses, and work effectively with groups such as the Wilton Drive Improvement District, the Economic Development Task Force, the Wilton Manors Entertainment Group as well as ancillary

groups such as the Wilton Manors Business Association, to bridge gaps and keep an open dialogue between the City and the business community.

Target Area 3: Tourism is an integral component to the City's future. Integrating targeted messaging to attract both local and non-local visitors will fuel the City's local economy and continue to heighten the City's brand awareness.

Target Area 4: More than ever before the LGBTQ community needs to remain strong as our country continues to grow into a more accepting nation. Life's Just Better in Wilton Manors for many reasons, however one of the most evident reasons is the "accepting of all" undertow that steers the community. Keeping this messaging at the forefront will fuel further growth amongst this important target demographic.

Fort Lauderdale-based, DBE Certified, Conceptual Communications is a full service marketing and public relations firm that can offer the perfect mix of institutional municipal knowledge coupled with industry-wide experience. In addition to representing the City of Wilton Manors for the past three years, the Conceptual Communications team has a distinct level of experience stemming from President, Laurie Menekou's impressive municipal background. Prior to launching Conceptual Communications in 2008, she served as the Assistant Director of Communications for the City of Weston, Florida. It's her intrinsic knowledge of how a municipality functions on a day-to-day level that further secures her team's ability to meet all the service requirements of RFP # 2016-11.

The intent of this response goes beyond outlining the requested services and associated pricing. The written and spoken word is a powerful force, one that can be leveraged to create more opportunities and competitive advantages for the City of Wilton Manors. Our team's goals are clear – to continue to elevate the City's brand and presence on a local, state and national scale.



We are excited to build upon the solid foundation we have developed over the past three years. As you read through our response you will notice forward motion boating icons (very Island City appropriate). This icon represents our fresh ideas as we "look ahead" to working with the City of Wilton Manors team for the next few years.

Conceptual Communications was founded on the simple platform of being able to provide efficient and cost-effective communications consulting services and we do hope that message is evident as you read and consider our response. We are confident that our work experience coupled with the measurable results the City has realized throughout the past three years, will not only meet, but also exceed your expectations - all while remaining cognoscente of City's budget.

Authorized Contact on Behalf of the Proposer:

Name: Laurie Menekou **Title:** President, Conceptual Communications

Address: 901 Progresso Drive, #210, Fort Lauderdale, Florida 33304 | **Phone:** (954) 732-0754

Kind, Creative & Inspiring Regards,

Laurie Menekou, President, Conceptual Communications, Corporate Officer

3.3.4 TAB 3: GENERAL INFORMATION

3.3.4.1. Name of Business:

Conceptual Communications, LLC

3.3.4.2 Mailing Address & Phone Number:

901 Progresso Drive, Suite 210
Fort Lauderdale, Florida 33304
(954) 732-0754

3.3.4.3 Name and Contact Information:

Laurie Menekou, President
901 Progresso Drive, Suite 210
Fort Lauderdale, Florida 33304
(954) 732-0754

3.3.4.4 Business Hours:

Monday thru Friday
8:00 a.m. to 6:00 p.m.

3.3.4.5 Conceptual Communications is a Broward County based, DBE Certified, Limited Liability Corporation

3.3.4.6 Fictitious Name Filing (Florida): September 16, 2010 Limited Liability Corporation (Florida): October 30, 2012

3.3.4.7 The Conceptual Communications team (6 staff members) works out of an office located at 901 Progresso Drive, Suite 210, Fort Lauderdale, Florida 33304

3.3.4.8 Conceptual Communications is not a parent or subsidiary in a group of firms or agencies.

3.3.4.9 Conceptual Communications has a valid business license in the State of Florida. Documentation is attached.

3.3.5 TAB 4: PROJECT APPROACH

2.1: MEDIA AND PUBLIC RELATIONS

A) Continue to implement and periodically update the City's established public relations plan in alignment with the City's overall Strategic Plan, increasing the reputation and appeal of the City's brand

Conceptual Communications has been responsible for developing and implementing the City's public relations plans for the past three years. To-date all items that were approved and/or budgeted for have been accomplished.

The current, 2015-2017, public relations plan is congruent with the strategic goals as rated by the City's residents.

During the strategic planning process, that took place during Spring 2015, residents were asked to rate the level of focus that should be paid to a variety of strategic plan ideas. The table below shows the results. Seventy-eight percent of the respondents indicated that public safety in the City should be a main focus of the strategic plan, followed by good financial management (76%), making the City a destination point for residents and visitors (52%), communication with residents (50%), and road maintenance (50%).

	<i>No Focus</i>	<i>Little Focus</i>	<i>Some Focus</i>	<i>Main Focus</i>
Public safety	0%	3%	19%	78%
Good financial management	0%	3%	21%	76%
Make the City a destination for residents/visitors	3%	12%	33%	52%
Communication with residents	0%	6%	44%	50%
Road maintenance	1%	8%	41%	50%
Commercial corridors	1%	12%	42%	45%
Parks and Facilities	0%	11%	49%	40%
Recreational activities	3%	19%	53%	25%

Under the umbrella of the public relations plan, each strategic goal focus area (public safety, sound government, strategic growth and redevelopment, and innovating and adapting for the future), is now supported by corresponding public relations objectives and tactics to help accomplish each goal. The overarching goal of all public relations tactics is to leverage media coverage and/or community outreach initiatives to heighten the City's brand awareness (i.e. drive traffic to the City's website and convert engagement into participation).

Conceptual Communications develops and implements comprehensive and strategic public relations plans according to our proven systematic approach. The following diagram clearly illustrates each step of our strategic planning process that will be used to develop future strategic public relations plans for the City of Wilton Manors.



B) Develop and maintain a diverse media distribution list and media contacts on behalf of the City of Wilton Manors.

"Be so good, they can't ignore you" – Steve Martin

The Conceptual Communications team has been very effective in building solid relationships with both local and national media contacts on behalf of the City of Wilton Manors. Throughout the past three years, Conceptual Communications has forged relationships with countless new media contacts including; CBS Focus on S. Florida, Palette Magazine and Tropic Magazine.

In the current Fiscal Year (2016) alone, Conceptual Communications has secured more than \$195,000 in media placements!

Local media contacts at the *Sun Sentinel*, NBC, CBS, *The Pelican* and *SFGN* often directly reach out to the Conceptual Communications team for information and quotes on behalf of the City. Establishing these trustworthy relationships with the media is beneficial because they better ensure access to coverage and mutual respect during a crises. These same trustworthy relationships have also helped the team publish numerous op-ed pieces on behalf of the City's mayor and other elected officials.



Looking ahead, the Conceptual Communications team would like to expand media relations in the following areas:

- Connect with Spanish speaking media

- Connect with travel bloggers and writers
- Connect with national LGBTQ media contacts
- Conduct media training/draft talking points on a quarterly basis
- Host a media night out/event
- Monitoring of editorial calendars

C) Prepare and distribute press releases and media material

In the past three years, the Conceptual Communications team has distributed more than 80 media releases on behalf of the City of Wilton Manors equating to more than 5,000 placements. All have been distributed in a timely manner according to our organic pitching philosophy.

Our organic pitching philosophy means we don't use media releases to pitch the media, as they are often times ignored. Instead, Conceptual Communications offers each and every media contact an organic pitch that is personalized, engaging and concise leaving them wanting more.

Additionally, the Conceptual Communications team closely monitors the City's event schedule. All events that are open to the public are pitched to more than a dozen print and digital event media calendars.

The Conceptual Communications team utilizes the below media release distribution system:



D) Perform any other public relations related services relevant to the ongoing needs of the City.

Public relations crises support is an integral service provided by the Conceptual Communications team. Throughout the past three years, our team has guided the City through various crises including, but not limited to, the Ted Galatis incident, boil water advisories, and most recently the Orlando massacre. While each incident required a unique course of action, the team's ability to quickly mobilize and effectively collaborate with various city departments and elected officials remained unchanged. Well versed in this area, the Conceptual Communications team developed and implemented the City's current PR Crises Plan.



Looking ahead, the Conceptual Communications team would like to expand PR crises efforts to include:

- More effective collaboration with the WMPD
- Development of boiler plate talking points that are in alignment with the City's brand
- Acquisition of key items such as media staging area signage
- Generic city-wide b-roll
- Ongoing media training for designated city spokesperson

E) Continue to utilize social media, with emphasis on Facebook, Twitter and other digital communications channels

After Launching the City's social media platforms (Facebook, Twitter and YouTube) in 2014, the City has reached hundreds of thousands of fans and followers! Some key metrics include:



In addition to assisting with the development of the City's social media policy, the Conceptual Communications team has established a social media system to ensure all messages are reviewed and approved in a timely manner by city staff and that all messages are retained for public records retention requirements.

While the Conceptual Communications team plans to continue to develop engaging copy, post live from major city events and city commission meetings, and coordinate with the WMPD to cross promote – there is room to expand!



Looking ahead, the Conceptual Communications team would like to expand the City's social media platforms to include the following:

- Custom designed Snapchat geofilters that are in line the City's brand
- Dedicate time to collecting relevant images and creating a separate Instagram content calendar to activate that platform
- Running additional ads to further activate the City's brand

Additionally, the Conceptual Communications team would like to leverage social media to make city departments, staff, and commissioners more accessible to the community. The goal is to:

- Post a live monthly video with mayor, commissioner, or city staff member
- Conduct quarterly Twitter chats/twitter parties/tweet ups
- Leverage the new latest news feature on the website to share content from city staff (possibly guest posts). Here we can repurpose Town Crier content and break down topics into several posts, and incorporate posts from participants in city activities like Brains and Balance or parents of summer camp attendees

F) Assist with the ongoing development of content and appearance of the City's website

From FY 2014 to FY 2015 the City's website has seen a 53% increase in traffic. This is due to the following efforts implemented by the Conceptual Communications team:

- Implementing a web-based digital media release distribution system
- Utilizing social media
- Launching an email marketing system (e-news and business e-news)
- Posting the Town Crier to web-based ISSUU

Ensuring the City's new responsive website is developed according to best practice standards is something the Conceptual Communications team has remained committed to. To-date the Conceptual Communications team has played an important role in guiding preliminary design conversations and offered key suggestions such as, including Google translate, updating the current navigation to reflect the City's actual visitor traffic patterns, and ensuring that visually, the look and feel of the site is in alignment with the City's brand.



Looking ahead, the Conceptual Communications team will focus on:

- Conducting relevant keyword search reports
- Revising copy to include keywords / ensure all is up to date and not duplicative
- Designing custom icons for the homepage
- Assisting city staff with website updates post-launch, such as updating the main homepage slider on a monthly basis

2.2: MARKETING

A) Continue to implement the City's integrated strategic marketing plan designed to increase awareness of city programs, activities, events and amenities. Implement marketing items and organize promotional communications.

In October 2013 the Conceptual Communications team met with key city staff members to develop the City's first strategic marketing plan. Since then, marketing plans have been developed and reviewed on annual basis, objectives are met every month and tactics are performed on a daily basis. Following a best practice approach, the City's current integrated strategic marketing plan is broken down into three core areas:



Identifies marketing goals and objectives that relate to the City's strategic goals

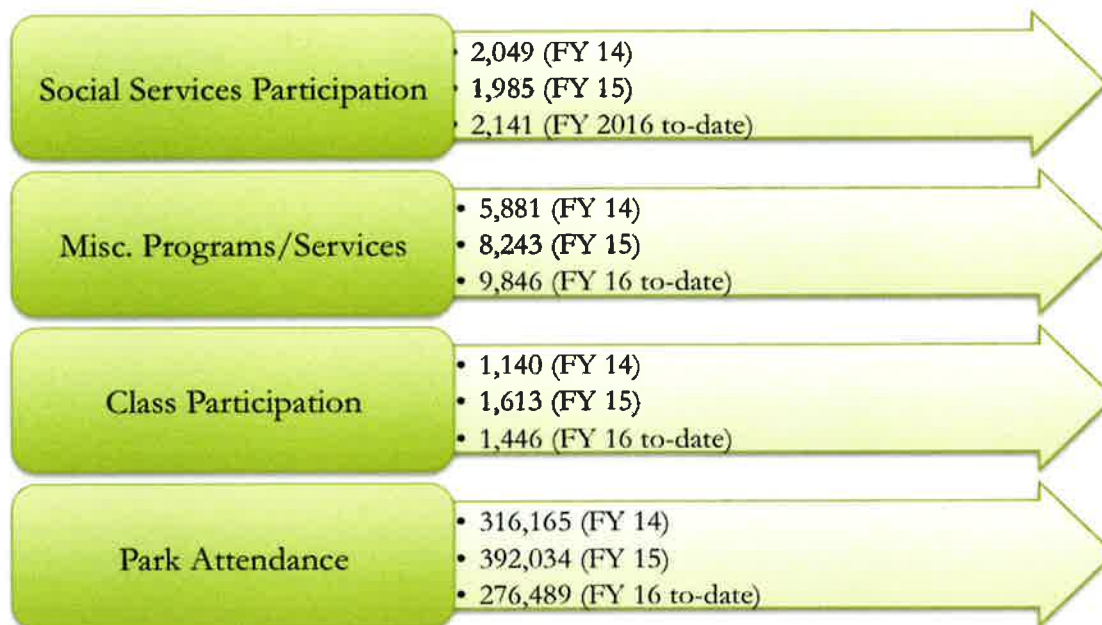


Defines the City's target audiences



Provides a roadmap to success outlining all tactics necessary to accomplish each goal and objective.

#Results! Promoting offerings by the City's leisure services department remains a key component in the strategic marketing plan. Working side-by-side with the leisure services staff, our team is proud to have helped garner the following results:



B) Utilizing the established brand standards, assist in branding the City and increasing the reputation and appeal of the City's brand. Assist in the integration of the standards into all internal and external communications efforts.

"Your brand is the single most important investment you can make"
- Steve Forbes

Consistency is key to continuing to strengthen the City's brand. The Conceptual Communications team has formed positive working relationships with all City partners (i.e. WMEG, Friend of the Library, Taste of the Island, Kiwanis, etc.) and looks forward to continuing the dialogue regarding the ongoing representation of the City's brand.



Looking ahead, the Conceptual Communications team plans to;

- Review all comprehensive documents
- Continue to produce the Town Crier in accordance with the City brand standards
- Host a branding workshop with city partners to roll out and comprehensively review the inclusion of the City's branding on external materials

C) Utilizing appropriate tools, periodically generate key words to drive online traffic to City resources.

Well versed in SEO, the Conceptual Communications team uses the most cutting-edge, real-time SEO tools to determine keywords. Our concise and easy to follow reports determine which keywords have the highest search numbers and the lowest competition. Once the report is complete, our award-winning and nationally published content team will skillfully infuse

keywords into digital content and even include in Alt photo descriptions on the backend of the website. Moving ahead, we recommend running keyword lists on a monthly or quarterly basis.



D) Organize public service announcements and media-related functions for events. Develop printed material including newsletters, brochures, fliers, slide presentations and any other informational literature to support city programs, events and amenities.

Our on-demand public relations team has provided on-site media coordination for major city events, during City Commission meetings, and during times of crises. With turnkey systems and positive relationships grounded in the south Florida media market, the Conceptual Communications team is very well versed in this arena.

Our talented graphic designer will custom design all printed material. With a high level of emphasis placed on detail, all printed materials are sure to encompass just the right amount of flare and creativity while still remaining consistent and true to the City's brand standards guidelines.

In regards to digital presentations, Conceptual Communications stays ahead of the technology curve by offering clients presentations on more popular and up-to-date platforms such as Keynote and Prezi.

While printed materials, digital presentations and the like are important, it is imperative that each piece of the communications puzzle is vetted. Conceptual Communications will constantly be referring back to our approved IMC Plan that will indicate when, where and how all printed materials are to be utilized. As new programs, events and activities arise, they will be assessed and assigned the appropriate marketing tactics for creating awareness.



Looking ahead, in addition to the annual design schedule for the Town Crier that the Conceptual Communications team has developed, the Conceptual Communications team plans to develop an annual graphic design schedule that is coordinated across all departments to ensure deadlines are met and ample creative design time is provided.

E) Conduct market research to enhance and professionalize promotional materials and identify markets. Develop marketing activities.

"Get closer than ever to your customers. So close that you tell them what they need well before they realize it themselves" – Steve Jobs

Market research is perhaps the most important component to ensuring effective marketing practices. Why guess what our constituents want, when we can just ask? This motto is what led to the extensive market research surrounding the selection of the City's tagline.

With a solid foundation now in place for garnering community feedback (i.e. weekly and monthly e-news, social media, etc.), conducting market research within the Wilton Manors community is easily mobilized.

Specifically, the market research process surrounding the selection of the City's tagline included researching dozens of municipal websites, the solicitation of more than 500 survey responses from city stakeholders, and 25-30 residents, volunteers and business owners participating in three different focus groups. From that successful process, we have been able to devise a proven system (outlined on the following page) for future market research needs.



F) Assist in the continuing development and delivery of the City's message to all internal and external stakeholders, through all forms of media, including social, the Town Crier, periodic e-blast newsletters, etc.

"Exceeding expectations is where satisfaction ends and loyalty begins"
- Ron Kaufman

While most municipalities average a 9%-12% open rate, the City of Wilton Manors averages a 30%-35% open rate on all email marketing campaigns. With all distributions including the Town Crier, e-blasts and social media, timing and adhering to deadlines is key. The Conceptual Communications team provides on-demand marketing and public relations services via a team of passionate professionals with specific skill sets. As opposed to most traditional firms that assign multiple tasks (i.e. social media and graphic design) to one associate, our unique team approach ensures the City receives a skilled professional masterminding and creating in each area.

G) Implement strategies to increase/improve social media participation of external stakeholders.

With an intimate understanding of the City's brand, strategic goals and daily needs, the Conceptual Communications team is well positioned to implement strategies to increase and improve social media participation of external stakeholders.



Looking ahead, the Conceptual Communications team would like to focus on the following strategies for increasing participation of external stakeholders:

- Increase engaging content vs. pushing information
- Compile a list of external stakeholders and social media accounts and present to City staff for approval
- Reserve space for "external stakeholder" share in the monthly content calendar
- Build in additional time for interaction through City social media accounts, whereas as the City of Wilton Manors we can like, comment, and share on their accounts (interacting with external stakeholders on social media is a two-way street)
- Include weekly spotlights in the monthly content calendar: business owner, resident and partner (Broward County, City of Fort Lauderdale, Broward MPO, etc.)

H) Monthly develop a planned and scheduled social media calendar based on City priorities.

City staff input and approval is a key piece to the equation. The Conceptual Communications team drafts the social media content calendar after reviewing the most recent Town Crier, city website, flyers in city hall, and updates from the leisure services department. Once city staff reviews and approves the social media content calendar, messages are scheduled on a weekly basis according to optimal posting times to ensure we reach the largest number of followers.

I) Support the marketing and public relations components related to achieving the City's short and long-term goals.

*"We are what we repeatedly do. Excellence then is not an act,
but a habit" - Aristotle*

The support that City staff will receive from the Conceptual Communications team is immeasurable due to their unparalleled level of work ethic. Each and every professional service performed under the realm of this RFP will be working to achieve a long and or short-term goal of the City. The strategic planning involved in deciding what marketing and public relations tactics are ultimately put into practice, will ensure that achieving the City's short and long term goals will be directly supported by marketing and public relations services that Conceptual Communications performs.

Additionally, Conceptual Communications insists on tracking and measuring results to make necessary adjustments as needed. The following action items will be used to track results and ensure the short and long term goals are being achieved:

- Track all media coverage and provide detailed reports to city staff/officials
- Evaluate and track SEO and website activity
- Evaluate event attendance and social media followers and engagement levels
- Obtain feedback from city stakeholders

J) Develop, implement and present monthly a city approved set of quantitative measures to track results.

Measuring PR: Earlier this year, the Conceptual Communications team partnered with Coverage Book – a new technology for presenting media coverage. In lieu of a traditional media report, our monthly coverage books provide a first hand look at all earned media coverage, a metric system for ranking digital content and an ROI for all media placements (as shown below).

Wilton Manors Advertising Equivalency for Earned Media Coverage
(October 2015 - June 2016)

October 2015

Total Advertising Equivalency: \$9,825

*Note included Taste of the Island Focus on South Florida & Inside South Florida

November 2015

Total Advertising Equivalency: \$2,210

December 2015

Total Advertising Equivalency: \$2,480

January 2016

Total Advertising Equivalency: \$1,370.90



February 2016

Total Advertising Equivalency: \$2,861

March 2016

Total Advertising Equivalency: \$6,308.28

April 2016

Total Advertising Equivalency: \$7,608.06

May 2016

Total Advertising Equivalency: \$3,910.82

June 2016

Total Advertising Equivalency: \$148,384.26

Palette Magazine:

Total Advertising Equivalency for Print Coverage: \$10,270.00

Total: \$195,228.86 in media placements

Measuring Marketing: At the conclusion of each month, the Conceptual Communications team provides a detailed marketing report for review. This includes social media increases as well as email marketing results including number of active contacts, click through and open rates.

Measuring Social Media: On a monthly basis the Conceptual Communications team prepares very detailed social media reports that keep City staff up-to-date on the demographics of social media followers, post engagement levels and the results of monthly ad campaigns.

Measuring Digital Traffic: On a quarterly basis the Conceptual Communications team reviews the City's website and compiles an analytics report detailing new vs. returning visitors, popular pages, bounce rate and more!

City Commission Updates: Upon the request of city staff (typically three to four times per year) the Conceptual Communications team presents a formal marketing and public relations update to the City Commission. The report includes high-level metrics, an overview of new initiatives, and updates in regards to the implementation of the City's strategic public relations and marketing plans.

K) Develop and provide a coordinated compilation of B-roll video of city landmarks and highlights.

Being present to win is the statement that is most imperative to capturing B-Roll. The Conceptual Communications team is based within two miles of City Hall. Our close proximity allows us to quickly mobilize to capture B-Roll and attend city events on a regular basis. Our nationally recognized video team, C&I Studios, also located within two miles of city hall uses state of the art equipment and has experience shooting and editing for major brands such as Coca Cola, and Mercedes. To date, the Conceptual Communications team has captured footage from every major city event and leveraged that footage to garner additional media coverage on major television outlets such as NBC, CBS and WSVN.

L) Create a minimum of two promotional videos annually, including a video annual report and a video promoting the City as a tourism destination point. Assist in the distribution of the videos.

"The best marketing, doesn't look like marketing" – Tom Fishburne

The Conceptual Communications team follows the below turnkey approach to producing videos in a timely and professional manner:

- Set budget
- Draft shot list/# of locations
- Develop script outline
- Obtain shoot and edit quote from video team
- Present quote and concept to city staff for approval
- Determine video timeline
- Draft video script
- Compile all still images and B-roll (schedule B-roll shots as needed)
- Review first draft of video, then send to city staff with recommended revisions
- Send first round of revisions to video editing team
- Review second draft, final changes, final approvals
- Post to the city's YouTube Channel and website
- Promote the video via social media, email marketing, media release, Town Crier, at any applicable upcoming city events (i.e. Mickel Park video)
- Track and report views

M) Conduct market research to assist in the development and enhancement of marketing activities. (SEE RESPONSE TO E)

2.3: SALES/SPONSORSHIPS

A) Coordinate regional and national sponsorship campaign, including packaging, (video, portfolio, folder, etc.)

*"If you want to live a happy life, tie it to a goal, not people or objects"
- Albert Einstein*

The most effective sponsorship campaigns have a direct ask with a clearly defined goals. As a full service marketing and public relations firm, the Conceptual Communications team can develop all campaign components including video, portfolio, folder, etc. Here is an outline of our team's project approach:

Step 1: Conduct brainstorming session with key city staff to set goals, objectives and timelines.

Step 2: Identify target audience(s).

Step 3: Conduct market research such as A/B tests to determine which messaging or graphics test better with sample target audiences. Research sponsorship conduits such as Go Fund Me and similar campaigns, related case studies and white papers. Present market research findings to city staff and officials.

Step 4: Develop all campaign materials and messaging in accordance with the City's brand standards and tagline.

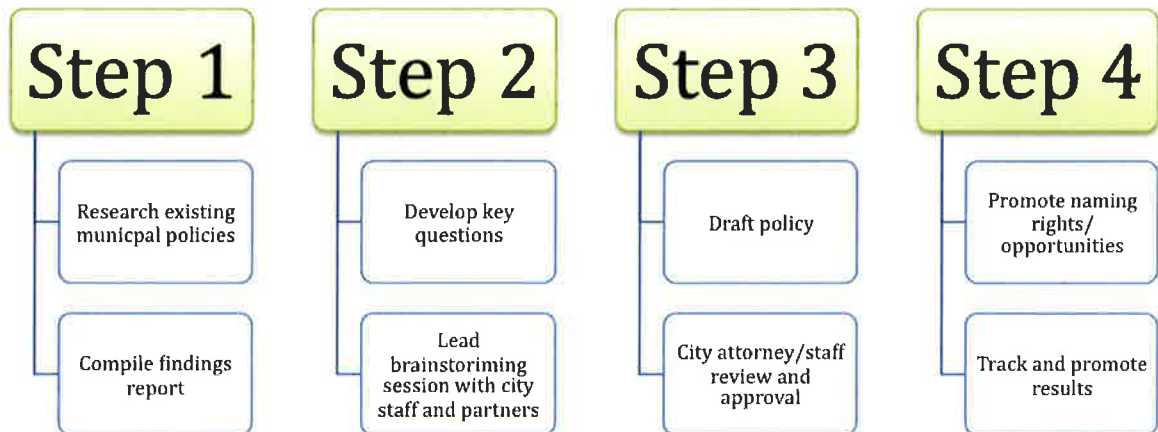
Step 5: Promote the campaign in engaging ways and use all relevant communications tools including, but not limited to:

- Media releases
- Social media
- City's website and applicable partner websites (i.e. WMEG)
- Email marketing
- Targeted media buys

Step 6: Measure and track results. Publish related case study and/or white paper.

B) Develop a naming rights policy (Fees, duration, etc.) to consider the City approval for naming facilities, structures, amenities, etc.

The Conceptual Communications team would be honored to work with city staff, the city attorney's office, elected officials and the WMEG on developing a naming rights policy. Our team's project approach is outlined as follows:



Expanding on Step 2 and Step 4, the Conceptual Communications team will lead city staff through a brainstorming session to specifically determine answers to questions such as:

- What branch of city government can ultimately approve naming rights? For example, recommendation of the City Manager with City Commission approval required.
- Shall city staff consider naming rights based on a nomination or referral from a representative from another public organization?
- Can city facilities that currently have a name reflecting a historical or geographical reference be renamed?
- If naming recognition is tied to a donation, is there a certain percentage of the appraised value or annual maintenance budget that the donation must exceed for consideration?

C) Develop local sponsorship support in a centralized approach

The Conceptual Communications team is responsible for designing the current city events sponsorship package. To centralize the approach, our team will focus on the following key components:

- Work in tandem with the WMEG to ensure future sponsorship materials are in alignment with the City's brand standards guidelines
- Continue to work with the leisure services staff to keep all sponsorship materials current
- Assist the City in integrating sponsorship registration on the new city website (see the following client example)

Give Online Today!

We are pleased to provide you these three convenient online giving options.

1. One-Time Donation: Once you click on the "One Time Donation" option below, you will be able to input your donation amount and indicate if your donation is for our general fund or a specific ministry.

2. Scheduled Donations: Scheduling a recurring donation is a convenient way to contribute on a weekly or monthly basis. By clicking on the "Recurring Gift Now" option below, you will have the ability to select which day of the week or month you would like to have your donation automatically withdrawn from your account, and specify if your donation is for our general fund or a specific ministry.

3. Pledge 2015 Campaign: By selecting the "Pledge 2016 Campaign" option below, you will have the ability to conveniently make your annual pledge right from your computer.

Please Note: When you select any of the three options below, you will be transferred to our secure Shelby donation system.

One-Time Donation

Recurring Gift Now

Pledge 2016 Campaign

- Continue to leverage public relations efforts and tools to secure additional sponsors. The Conceptual Communications team has utilized public relations efforts to promote sponsorship opportunities and helped the City secure sponsors such as Wells Fargo, Whole Foods and most recently The Metropolitan.

3.3.6 TAB 5: EXPERIENCE AND QUALIFICATIONS

3.3.6.1 Number of Years in Business

Founder and President, Laurie Menekou founded Conceptual Communications in 2008 at the request of several organizations such as the Leadership Broward Foundation, Dirt Pros and Kids Ecology Corps. She quickly realized that the needs of most organizations, cities and companies were not being met and decided to offer a solution – Conceptual Communications. Since then, Laurie and her team at Conceptual Communications have strengthened the brands of numerous clients across the public, private and non-profit sectors.

3.3.6.2 Proposer's Qualifications

The Conceptual Communications team has provided marketing and public relations services to the City of Wilton Manors for three years and is established as the go-to source for local and national media contacts. In addition to developing and implementing the City's current marketing and public systems and plans, each member of the team is highly skilled in a specific core service area.

Meet Laurie Menekou, Founder & President

The team's distinctive level of experience stems from Founder and President, Laurie Menekou's impressive municipal background. Prior to launching Conceptual Communications in 2008, Ms. Menekou served as the Assistant Director of Communications for the City of Weston.

Serving as the City of Weston's community liaison and public information officer (PIO), Laurie acquired a seasoned skill-set working seamlessly alongside elected officials, state representatives, high-ranking city officials, residents, business owners and community partners.

In addition to Ms. Menekou's municipal portfolio, her and the Conceptual Communications team are credited with helping dozens of organizations in the public, private and non-profit sectors develop and implement integrated marketing and public relations plans to support future growth.



Laurie Menekou, Founder & President

- Project manager and main point of contact
- Attend city meetings and meetings with key stakeholders
- Oversee all media relations and email marketing distributions
- Strategic planning initiatives
- Overall creative concept development
- Crises management

Conceptual Communications | www.prbroward.com | (954) 732-0754
901 Progresso Drive, Suite 210, Fort Lauderdale, Florida 33304



Joyce Mealey, Public Relations Manager

- Composition and distribution of event calendar placement requests
- Distribute media pitches
- Follow up and coordinate media requests
- Distribute media releases to local and non-local media
- On-site event management and media relations
- Manage media contact list
- Monitor editorial calendars



Lori Vajda, Director of Creative Content

- Composition of media releases
- Composition of blog posts
- Composition of event calendar requests
- Composition of op-ed articles
- Composition of keyword reports
- Composition of website copy
- Composition of video scripts



Jessica Chesler, Digital Media Manager

- Manage all social media pages
- Composition of social media content
- Distribute content across all social media platforms
- Devise creative concepts to continually grow fans and followers
- Organize pay per click and digital advertising campaigns



Amy Goldberg, Digital Media Analyst

- Compile monthly social media and PR reports
- Compile quarterly Google analytics reports
- Conduct SEO research pertaining to key word relevancy
- Manage website updates
- Research web and print advertising opportunities
- Conduct and analyze market research



David Roth, Director of Graphic Design & Layout

- Design and develop all printed and web-based materials
- Create custom presentations
- Create special high resolution files

3.3.6.2 References

Reference #1

Client: Ft. Lauderdale Transit Management Association a/k/a Sun Trolley

Contact: Robyn Chiarelli, Executive Director (954) 494-9680 | rchiarelli@suntrolley.com

Description of Services: Retained to provide ongoing monthly marketing and public relations services including development of promotional materials, awareness campaigns, social media management and engagement, media relations and crises management.

Reference #2

Client: Victory Living Programs

Contact: Bobbi Wigand, Executive Director (954) 616-1074

Description of Services: Retained to manage a \$25k rebranding campaign consisting of IMC Plan composition and implementation, website redesign, promotional video production, development of printed promotional materials and program awareness initiatives.

Reference #3

Client: Broward MPO

Contact: Greg Stuart (954) 876-0033 | stuartg@browardmpo.org

Description of Services: Retained to maintain all social media platforms (Facebook, Twitter, Instagram). Cut monthly ad budget by 4/5 and increased followers by more than 2k in 16 months.

Reference #4

Client: North Beach Village Resort

Contact: Christine Sposa, VP of Operations | (954) 899-7899 | Csposa@nbvresorts.com

Description of Services: Provide comprehensive branding, marketing and public relations services for 17 hotel resort properties. Responsible for opening the North Beach Village Design Center and securing more than \$15k in media placements.

Reference #5

Client: Coral Springs Museum of Art in partnership with the City of Coral Springs

Contact: Julia Andrews (954) 340-5000 | jandrews@coralsprings.org

Description of Services: Retained to manage and provide public relations and marketing services.



3.3.7 TAB 6: PRICING OF SERVICES / PAYMENT TERMS

3.3.7.1 Pricing breakdown is attached. Budget is based upon the City's FY 2017 budget of \$36k for Marketing & PR Services. Fees on both an annual and monthly basis are displayed on the attached Cost Estimate Breakdown

3.3.7.2 Yes, we are willing to accept payment via the City's P-Card.



City of Wilton Manors - Marketing/Public Relations Services
Fee Breakdown RFP# 2016-11

<u>Task</u>	<u>Consultant/Discipline</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total Fee</u>
Develop/Implement Strategic PR & Marketing Plans /Sponsorship Campaigns				
Senior Project Manager		96	\$ 75	\$ 7,200
Public Relations Manager		120	\$ 65	\$ 7,800
Content Strategist		60	\$ 55	\$ 3,300
Digital Media Manager			\$ 45	\$ -
Digital Media Aanalyst			\$ 35	\$ -
Graphic Designer			\$ 50	\$ -
<i>Sub-Total</i>				<i>\$ 18,300</i>
Social Media / SEO / Web Updates/Reporting				
Senior Project Manager		12	\$ 75	\$ 900
Public Relations Manager			\$ 65	\$ -
Content Strategist			\$ 55	\$ -
Digital Media Manager		144	\$ 45	\$ 6,480
Digital Media Aanalyst		48	\$ 35	\$ 1,680
Graphic Designer		12	\$ 50	\$ 600
<i>Sub-Total</i>				<i>\$ 9,660</i>
Print Materials / Video Scripts				
Senior Project Manager		24	\$ 75	\$ 1,800
Public Relations Manager			\$ 65	\$ -
Content Strategist		6	\$ 55	\$ 330
Digital Media Manager			\$ 45	\$ -
Digital Media Aanalyst			\$ 35	\$ -
Graphic Designer		60	\$ 50	\$ 3,000
<i>Sub-Total</i>				<i>\$ 5,130</i>
	<i>Total Hours/Year</i>	<i>582</i>		<i>\$ 33,090</i>
Media Release Distribution Service (Flat Fee)				\$ 2,500
Social Media Ad Campaigns				\$ 400
TOTAL CONTRACT ESTIMATE				\$ 35,990
<i>Monthly Retainer (excludes media distribution fee and social media campaigns)</i>				<i>\$ 2,757.50</i>



ATTACHMENT A

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Wilton Manors. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Wilton Manors that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Wilton Manors will accept MWBE certifications from Broward County and any State of Florida certification.

Further, City Code Section 2-269 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: _____

Title: _____

STATE OF FLORIDA

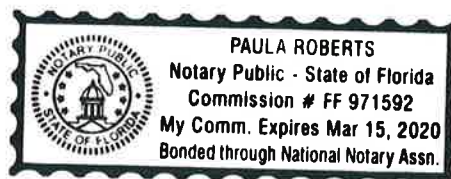
COUNTY OF Broward

Sworn to and subscribed before me this 7 day of July, 2016, by
Laurie I. Menekoff.

Signature of Notary Public

____ Personally known, or
☒ Produced Identification
PIDL

Type of ID Produced



ATTACHMENT B

DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall abide by the provisions of the City of Wilton Manors Code Section 2-268(v) in any activities or delivery of services under any agreement it enters into with the City of Wilton Manors.

The City of Wilton Manors Code Section 2-268(v) (see attached), establishes a Domestic Partner Benefits Requirement as described below:

"Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more ("Covered Contracts"), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement."

By: [Signature]

Title: President

Company: Conceptual Communications

STATE OF FLORIDA
COUNTY OF Broward

Sworn, to and subscribed before me this 7th day of July, 2016,

by Laurel I Menekou

[Signature]

Signature of Notary Public

____ Personally known, or
Produced Identification
PIDC
Type of ID Produced



CITY OF WILTON MANORS, FLORIDA

ORDINANCE NO. 2013 – 0013

(Excerpt – Section 3, “Domestic Partner Benefits Requirement”)

Effective October 1, 2013

...

Section 3: Section 2-268 of the Code of Ordinances is amended by creating Subsection (v) as follows:

Section 2-268(v).

1. For purposes of this Section, the following definitions shall apply:

Domestic Partner shall mean any two (2) adults of the same or opposite sex, who have registered as domestic partners with Broward County, or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one (1) of the domestic partners. A Contractor (as hereinafter defined) may institute an internal registry to allow for the provision of equal benefits to employees with a domestic partner who does not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by Broward County, Florida.

Cash equivalent shall mean the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee’s Domestic Partner. The cash equivalent is equal to the employer’s direct expense of providing benefits to an employee for his or her spouse.

Competent to contract shall mean the two partners are mentally competent to contract.

Dependent shall mean a person who lives within the household of a domestic partnership and is:

- (1) A biological child or adopted child of a domestic partner; or
- (2) A dependent as defined under IRS regulations; or
- (3) A ward of a domestic partner as determined in a guardianship proceeding.

Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more ("Covered Contracts"), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. The Domestic Partner Benefits Requirement will be included in solicitations. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.

Equal Benefits means the equality of benefits between employees with spouses and/or dependents of spouses and employees with Domestic Partners and/or dependents of Domestic Partners, and/or between spouses of employees and/or dependents of spouses and Domestic Partners of employees and/or dependents of Domestic Partners.

2. Equal Benefits Requirements.

- A. All solicitations for Covered Contracts which are advertised shall include the requirement to provide equal benefits in the procurement specifications.
- B. As part of the solicitation response, the Contractor shall certify that the Contractor:
 1. Currently complies with the conditions of this Section; or
 2. Will comply with the conditions of this Section at time of contract award; or
 3. Will not comply with the conditions of this Section at time of contract award; or

4. Does not need to comply with the conditions of this Section because of allowable exemption.

The certification shall be in writing and signed by an authorized officer of the Contractor.

3. Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this Section by providing the Domestic Partnership Certification Form.

4. **Exception and Waiver.** The provisions of this Section shall not apply where:

- A. The Contractor does not provide benefits to the spouse of an employee or the dependents of employee's spouse.
- B. The Contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with, a religious organization, association or society.
- C. The Contractor is a governmental entity.
- D. The Contract is for the sale or lease of property.
- E. The Covered Contract is necessary to respond to an emergency.
- F. The provisions of this Section would violate grant requirements.
- G. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them.
- H. Upon a majority vote, the City Commission may waive compliance of this Section

under the following circumstances:

1. Where only one (1) solicitation response is received;
 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this Section; or
 3. Where the cost of the Bid, as submitted by the lowest responsive bidder which complies with the requirements of this Section, would be at least five percent (5%) greater than the lowest responsive bid submitted by the bidder which does not comply with the requirements of this Section but would otherwise have been responsive if compliance with this Section would not have been listed as a requirement in the Bid specifications.
- I. In fiscal Year 2014, for a Covered Contract with a Contractor who provides reasonable assurances that the Contractor will provide benefits to employees' Domestic Partners in Fiscal Year 2014.

5. **Grandfather.** It is the intention of the City Commission that Contractors with existing contracts with the City be exempt from the application of this Ordinance until such contracts are renewed or amended.

ATTACHMENT C

Page 1 of 2

NON-DEBARMENT AFFIDAVIT

Laure Menetou Being first duly sworn, deposes and says that:

He/She is President of Conceptual Communications the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

_____ Check here if an explanation is attached to this affidavit.

By: [Signature]

Print Name: Laure Menekeu

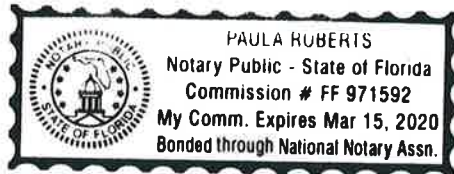
Title: President

Date: 7/7/16

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this 7th day of July, 2016, by Laure I Menekeu who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced ADL as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Paula Roberts
Name of Acknowledger, typed, printed, or Stamped

ATTACHMENT D

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/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. The special condition is as follows:

IDENTICAL TIE BIDS - 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, 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 any 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 the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal to be considered.

ATTACHMENT E

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Broward

_____ being first duly sworn deposes and says that:

(1) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Conceptual Communications the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: [Signature]

Title: President

Company: Conceptual Communications

STATE OF FLORIDA

COUNTY OF Broward

Sworn, to and subscribed before me this 7th day of July, 2016,

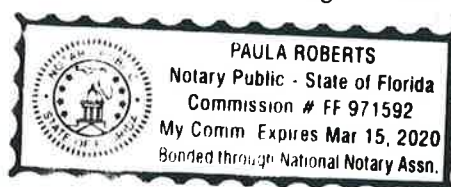
by Louise I Menekou

[Signature]

Signature of Notary Public

☐ Personally known, or
☒ Produced Identification

FDX
Type of ID Produced





CONCE-7

OP ID: AN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2015

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 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 MDW Insurance Group Inc 362 Minorca Ave Coral Gables, FL 33134 Strategic Business Unit	CONTACT NAME: Annmarie McCartney	
	PHONE (A/C, No, Ext): 305-398-4865 FAX (A/C, No): 305-444-4980	
	E-MAIL ADDRESS: amccartney@mdwinsurance.com	
INSURED Conceptual Communications, LLC Laurie Menekou 714 SW 12th Ave Ft. Lauderdale, FL 33312	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Mount Vernon Fire Ins Co	26522
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		HBP2550783B	08/10/2015	08/10/2016	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						
	☐ CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is listed as additional insured with respect to general liability.

CERTIFICATE HOLDER**CANCELLATION**

The City of Wilton Manors
Attn: Leigh Ann Henderson
Assistant City Manger
2020 Wilton Drive
Wilton Manors, FL 33305

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

Jeffrey Weiner

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Workers' Compensation Proposal
with
Hartford Casualty Insurance Company
A member company of The Hartford
7/6/2016 - 7/6/2017

Part I - Workers' Compensation Insurance (Coverage A and C)

Statutory Coverage as provided by the following states:

Florida

Coverage includes Medical and Loss of Income Benefits for injuries arising out of a work related injury.

1. FL owners/officers are excluded.

Part II - Employers Liability Insurance (Coverage B)		Limits of Insurance	
Bodily Injury By Accident	\$	100,000	Each Accident
Bodily Injury By Disease	\$	500,000	Policy Limit
Bodily Injury By Disease	\$	100,000	Each Employee

Rating Information:

State: Florida Location: 01

Location Address: 901 Progresso Dr Ste 210
Fort Lauderdale, FL 33304

Class Code	Description	Rate	Premium Basis (Rate per \$100 of Exposure)	Class Premium
8810	Clerical Office Employees Noc	.23	150,000	\$ 345.00

State Recap:

Total Class Premium	\$	345.00
Total Estimated Annual Standard Premium	\$	345.00
Expense Constant 0900	\$	200.00
Terrorism (9740) 150,000	\$	30.00
Total Estimated Annual Premium	\$	575.00

Premium is based on an estimated payroll and subject to annual audit.

At the inception of the policy period our records show that you have employees located in the following states:

Florida

If you have employees working in any other states, please notify our office immediately.

Merit and Experience Mods are tentative and subject to final calculation.



Tel: 1-800-841-3000

GOVERNMENT EMPLOYEES INSURANCE COMPANY

One GEICO Center
Macon, GA 31295-0001

Date Issued: July 4, 2016

LAURIE I MENEKOU
714 SW 12TH AVE
FT LAUDERDALE FL 33312-2423

Email Address: LMENEKOU@GMAIL.COM

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number: 4217-47-67-97

Coverage Period:

07-12-16 through 01-12-17

12:01 a.m. local time at the address of the named insured.

Endorsement Effective: 07-12-16

Named Insured

Laurie I Menekou

Additional Drivers

None

Vehicle

VIN

Vehicle Location

**Finance Company/
Lienholder**

1 2010 Nissan Murano JN8AZ1MU1AW005143 Ft Lauderdale FL 33312 Nissan Motor Acceptance

Coverages*

Limits and/or Deductibles

Vehicle 1

Bodily Injury Liability		
Each Person/Each Occurrence	\$500,000/\$1mil	\$404.70
Property Damage Liability	\$500,000	\$144.70
Personal Injury Protection	Non-Ded/Insd&Rel	\$153.20
Uninsured Motorist/Stacked		
Each Person/Each Occurrence	\$500,000/\$1mil	\$204.40
Comprehensive	\$500 Ded	\$54.40
Collision	\$500 Ded	\$178.20
Rental Reimbursement	\$30 Per Day \$900 Max	\$16.50 -
Mechanical Breakdown	\$250 Ded	\$80.00
Total Six Month Premium		\$1,236.10

*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301

954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

December 1, 2015

Ms. Laurie Menekou

CONCEPTUAL COMMUNICATIONS, LLC

714 SW 12th AVE

Fort Lauderdale, FL 33312

ANNIVERSARY DATE – Annually, on December 1st

Dear Ms. Menekou:

Broward County is pleased to announce that **Conceptual Communications, LLC** has been certified as a **Disadvantaged Business Enterprise [DBE]** and as an **Airport Concessions Disadvantaged Business Enterprise (ACDBE)** in Florida, under a **Unified Certification Program [UCP]** in accordance with 49 CFR, PARTS 26 and 23.

DBE/ACDBE certification continues from your anniversary date, but is contingent upon Conceptual Communications, LLC renewing its eligibility annually through this office, Office of Economic and Small Business Development (OESBD). OESBD will notify you in advance of your obligation to provide continuing eligibility documents; however, to assure continued certification is your responsibility. Failure to continue your eligibility will result in immediate action to decertify Conceptual Communications, LLC as a DBE/ACDBE.

Conceptual Communications, LLC will be listed in Florida's **Business Directory** which can be accessed via the internet, at

<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

As long as Conceptual Communications, LLC is listed in the Florida Business Directory, it is considered eligible to bid throughout the state under the assigned NAICS.

DBE/ACDBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of Conceptual Communications, LLC.

DBE/ACDBE certification is **NOT** a guarantee of work, but enables Conceptual Communications, LLC to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE/ACDBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

Broward County Board of County Commissioners

Mark D. Bogen • Beam Furr • Dale V.C. Holness • Martin David Kiar • Chip LaMarca • Stacy Ritter • Tim Ryan • Barbara Sharief • Lois Wexler

www.broward.org

December 1, 2015

If, at any time, there is a material change in Conceptual Communications, LLC, including, but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of Conceptual Communications, LLC, you must notify OESBD, in writing, without delay. Notification should include supporting documentation. You will receive acknowledgement and confirmation of continued eligibility, if applicable after notification of changes.

Conceptual Communications, LLC may compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, receiving DBE/ACDBE credit consistent with 49 CFR parts 26 and 23 for work performed in the following areas:

NAICS CODE: 541613 Marketing Consulting Services

NAICS CODE: 541820 Public Relations Agencies

NAICS CODE: 541430 Graphic Design Services

Please feel free to contact OESBD for any questions or concerns pertaining to your DBE/ACDBE certification. Our telephone number is (954) 357-6400; our fax number is (954) 357-5674.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Atkinson", with a long, sweeping horizontal line extending to the right.

Chris Atkinson, Assistant Director
Office of Economic and Small Business Development



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301
954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

March 6, 2015

Ms. Laurie Menekou

CONCEPTUAL COMMUNICATIONS, LLC

714 SW 12th Avenue
Fort Lauderdale, Florida 33312

Dear Ms. Menekou:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to award your company certification as a **County Business Enterprise** and **Small Business Enterprise**. Your firm is now eligible to participate in the Office of Economic and Small Business Development programs.

Your CBE and SBE certification is continuous, but is contingent upon your firm verifying annually its eligibility in each of the two programs. Each year, on the anniversary of the date you were awarded certification, you must submit to the Office of Economic and Small Business Development a Personal Net Worth Worksheet, a copy of the previous year's Business Tax Return, copies of the current professional licenses, and County and local business tax receipts. As a courtesy, OESBD will notify you in advance of your obligation to provide the continuing eligibility documents. However, the responsibility to assure continued certification is yours.

To review current Broward County Government bid opportunities visit:

<http://www.broward.org/purchasing/currentsolicitations>. Bid opportunities over \$3,500 will be advertised to vendors via e-mail. Please keep both the Purchasing Division and the Office of Economic and Small Business Development apprised of your current e-mail address.

Your primary certification group is: **Contract Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at:

<http://www.broward.org/econdev/SmallBusiness/Pages/Default.aspx>. Click on "Certified Firm Directory".

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 541430, 541613, 541820

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

Chris Atkinson, Assistant Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE SBE

ANNIVERSARY DATE: March 6th

Broward County Board of County Commissioners

Mark D. Bogen • Beam Furr • Dale V.C. Holness • Martin David Kiar • Chip LaMarca • Stacy Ritter • Tim Ryan • Barbara Sharief • Lois Wexler
www.broward.org



Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and Small Business Development

This Certificate is Awarded to: **CONCEPTUAL COMMUNICATIONS, LLC**

As set forth in the Broward County Business Opportunity Act of 2012, the certification requirements have been met for:

**County Business Enterprise
Small Business Enterprise
Anniversary Date: March 6th**

A handwritten signature in black ink, appearing to read "Chris O'Brien", written over a horizontal line.

Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A Service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-08-2012

Employer Identification Number:
46-1355996

Form: SS-4

Number of this notice: CP 575 G

CONCEPTUAL COMMUNICATIONS LLC
LAURIE I MENEKOU SOLE MBR
809 SW 14TH TER
FT LAUDERDALE, FL 33312

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-1355996. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.**
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.



CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2015-2016

BUSINESS TAX DIVISION
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
(954) 828-5195

Business ID: 1400495 Business Name: MENEKOU, LAURIE
Business Address: 714 SW 12 AVE
Tax Category: HOME OFFICE - RESTRICTED Tax#: 733354 Fee:

MENEKOU, LAURIE
CONCEPTUAL COMMUNICATIONS
714 SW 12 AVE
FORT LAUDERDALE, FL 33312

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID: 1400495
Tax Number: 733354
Business Name: MENEKOU, LAURIE
Business Address: 714 SW 12 AVE
Business Owner: MENEKOU, LAURIE

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please provide a written statement.
- A transfer of business location within the city limits is subject to zoning approval. Please complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- A Transfer fee applies of 10% of the annual business tax fee. The fee shall not be less than \$3.00, nor greater than \$25.00.
- If you have sold your business, please provide us with a copy of the Bill of Sale.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

BUSINESS TAX DIVISION
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
TEL (954)828-5195 FAX (954)828-5881
WWW.FORTLAUDERDALE.GOV

**TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR
MARKETING AND PUBLIC RELATIONS CONSULTING SERVICES
(Piggyback Competitive Award)**

This Agreement is made this ____ day of October, 2021 (the "Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and Conceptual Communications, LLC (the "Contractor"), a Florida limited liability company.

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with Contractor (this "Agreement") for the provision of marketing and public relations consulting services (the "Services"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the Contractor and the City of Wilton Manors, pursuant to the City of Wilton Manors Request for Proposals No. 2016-11 for Marketing and Public Relations Consulting Services and resulting contract dated September 13, 2016, attached hereto and incorporated herein as Exhibit "A" (the "Wilton Manors Contract"); 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.

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. Term. The term of this Agreement shall commence on the Effective Date and continue for a two-year term until August 31, 2023, unless terminated pursuant to the terms of the Wilton Manors Contract.

Section 2. Contract Terms. The Contractor agrees to provide the Town the Services as set forth in the Wilton Manors Contract, which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein. In the event of conflict between or among this Agreement and the terms and conditions of the Wilton Manors Contract, the order of priority shall be: this Agreement, and the Wilton Manors Contract.

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 Wilton Manors" with regard to any and all provisions of the Wilton Manors Contract, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the Wilton Manors Contract, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.

- B. The Town shall compensate Contractor pursuant to the rates set forth in the Wilton Manors Contract, in an amount not to exceed \$50,000.
- 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

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 tedraa@lauderdalebytheseafl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

E. 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.

F. 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.

G. Scrutinized Companies

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
3. 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.

H. E-Verify.

Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization

status of Contractor's employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of one year after the date of termination.

Section 3. 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: Laurie I. Menekou
Conceptual Communications, LLC
901 Progresso Drive, Suite 210
Fort Lauderdale, FL 33304

Section 4. 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 5. Waiver of Jury Trial. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement or arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

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

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

CONCEPTUAL
COMMUNICATIONS, LLC

Linda Connors, Interim Town Manager

Date: _____

Date: _____

Attest: _____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

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RESOLUTION NO. 2021-63

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH CONCEPTUAL COMMUNICATIONS, LLC FOR MARKETING AND PUBLIC RELATIONS SERVICES, UTILIZING THE CITY OF WILTON MANORS CONTRACT PROCURED PURSUANT TO REQUEST FOR PROPOSALS NO. 2016-11 FOR MARKETING AND PUBLIC RELATIONS SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 13, 2016, Conceptual Communications, LLC (“Conceptual”) entered into an agreement with the City of Wilton Manors, pursuant to the City of Wilton Manors Request for Proposal No. 2016-11 (the “Wilton Manors Contract”) for marketing and public relations services (the “Services”); and

WHEREAS, the Town wishes to contract with Conceptual utilizing the Wilton Manors Contract for the Services, in accordance with the terms and conditions forth in the Wilton Manors Contract (the “Piggyback Agreement”); and

WHEREAS, the Town is authorized to piggyback agreements pursuant to Section IV.E. of the Town's Purchasing Manual; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve, and authorize execution of, a Piggyback Agreement with Conceptual for the Services.

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

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

SECTION 2. Piggyback Agreement Approved. The Piggyback Agreement with Conceptual for the Services, attached hereto as Exhibit “A,” is hereby approved.

SECTION 3. Authorization to Execute the Agreement. The Town Manager is hereby authorized to execute the Piggyback Agreement with Conceptual, attached as Exhibit “A,”

1 together with such non-substantial changes as are deemed necessary by the Town Manager and
2 approved as to form and legal sufficiency by the Town Attorney.

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

6 **SECTION 5. Effective Date.** This Resolution shall become effective immediately
7 upon passage and adoption.

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9 **PASSED AND ADOPTED** on this 26th day of October, 2021.
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13 _____
14 MAYOR CHRIS VINCENT

Attest:

15 _____
16 Tedra Allen, Town Clerk
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18 APPROVED AS TO FORM:
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21 _____
22 Susan L. Trevarthen, Town Attorney
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Town Commission Agenda Item Report

Meeting Date: October 26, 2021

Submitted By: Commissioner Randy Strauss

Submitting Department: Administration

Item Type: Old Business

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-64 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING LINDA CONNORS AS TOWN MANAGER; APPROVING THE EMPLOYMENT AGREEMENT BETWEEN LINDA CONNORS AND THE TOWN ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Town Manager Employment Agreement

Explanation: Section 5.3 of the Town Charter establishes the process for formally selecting the Town Manager by the adoption of a resolution approving an employment contract establishing compensation:

The Town Manager shall receive such compensation as determined by the Town Commission through the adoption of an appropriate resolution. The Town Manager shall be appointed by resolution approving an employment contract between the Town and the Town Manager.

On October 12, 2021, the Town Commission selected Interim Town Manager Linda Connors for the permanent position of Town Manager. The Commission also voted to assign me the task of acting as the Commission liaison to work with the Town Attorney to develop an employment contract with Ms. Connors.

I have worked with the Town Attorney to develop a proposed employment contract and met with Ms. Connors to go over it. We started from the baseline of the prior manager's employment contract, updated, and clarified it as needed, and negotiated changes in certain terms.

The pertinent economic terms, as compared to the prior manager's contract, are:

Contract Section	Term	Former TM Contract / Personnel Policy
Sec. 2.1 Term	3-year term	3-year term
Sec. 3.1 Early Termination	Maximum 20 weeks' severance in year 3	20 weeks at any time (meets state law)
Sec. 5.1 Salary	\$165,000 Also, a one-time lump-sum payment of \$5,000	\$150,000 initially. Received one raise to \$160,000. The position of Manager was removed from the most recent pay plan because it is a negotiated amount. Prior to 2019, the mid-point of the range was \$144,278, and the top was \$173,134.
Sec. 5.4.A Vacation Leave	20 days a year (must use 5 days; half paid out annually per Personnel Manual)	20 days a year (any days over 30 days paid out annually)
Sec. 5.4.B Sick Leave payment at termination	15% payout per Personnel Manual (more than 10 years' service)	Personnel Manual: 0 (less than 5 years' service)
Sec. 5.5.A Insurance Benefits	Same insurance benefits offered to management employees	Same
Sec. 5.5.B(2) Deferred Comp.	\$10,000 match towards Section 457 plan.	\$10,000 paid, not a match. Option for manager to convert to salary.
Sec. 5.9 Residence	Maintain residence within 15 miles of Town	Same
Sec. 6.3 Pay for Performance	Based on annual performance review – bonus or increase to salary, leave or benefits	Same

Recommendation: Approve Resolution 2021-64 (Exhibit 1), which authorizes the Mayor to execute the attached Employment Agreement for Linda Connors

Attachments: Exhibit 1 – Resolution 2021-61
Exhibit 2 – Exhibit "A", Linda Connors Employment Contract

RESOLUTION NO. 2021-64

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPOINTING LINDA CONNORS AS TOWN MANAGER; APPROVING THE EMPLOYMENT AGREEMENT BETWEEN LINDA CONNORS AND THE TOWN ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the Town of Lauderdale-By-The-Sea (the "Town") provides for a Town Manager to act as the chief executive officer and the head of the administrative branch of the Town government; and

WHEREAS, Linda Connors has been serving as Interim Town Manager since January 8, 2021, at a salary determined pursuant to Resolution 2021-05 on January 21, 2021; and

WHEREAS, at a meeting of the Town Commission held October 12, 2021, Linda Connors was selected to be the Town Manager; and

WHEREAS, pursuant to Town Charter Section 5.3, the Town Manager shall "be appointed by Resolution approving an employment contract between the Town and the Town Manager;" and

WHEREAS, the Town Commission and Ms. Connors desire to enter the Employment Agreement attached hereto as Exhibit "A," and during her term as Town Manager, the terms and conditions of her employment will be in accordance with Exhibit "A."

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

SECTION 1. Recitals. The foregoing "WHEREAS" clauses are true and correct, and are hereby ratified and confirmed by the Town Commission and incorporated herein.

SECTION 2. Town Manager Appointment. The Town Commission hereby appoints Linda Connors as Town Manager.

1 **SECTION 3. Approval of Employment Agreement.** The Employment Agreement
2 between Linda Connors and the Town attached hereto as Exhibit “A” is hereby approved.

3 **SECTION 4. Conflicts.** All other Resolutions or parts of Resolutions in conflict herewith,
4 be and the same are repealed to the extent of such conflict.

5 **SECTION 5. Severability.** If any clause, section or other part of this resolution shall be
6 held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional
7 or invalid part shall be considered as eliminated and in no way affecting the validity of the other
8 provisions of this Resolution.

9 **SECTION 6. Effective Date.** This Resolution is effective immediately upon passage and
10 adoption.

11 **PASSED AND ADOPTED** by the Town Commission of the Town of Lauderdale-By-The-
12 Sea, Florida, this 26th day of October, 2021.

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17 Attest:

Mayor Chris Vincent

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21 _____
22 Town Clerk Tedra Allen

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25 APPROVED AS TO FORM:

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29 _____
30 Susan L. Trevarthen, Town Attorney
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EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2021, between the Town of Lauderdale-By-The-Sea (the "**Town**") and Linda Connors (the "**Employee**").

BACKGROUND

The Town wishes to employ Employee in the position of Town Manager, and Employee wishes to be employed as Town Manager under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and Employee agree to the following:

SECTION 1. DUTIES AND QUALIFICATIONS

- 1.1 **Qualifications:** The Town Commission hereby finds that the Town Manager satisfies the qualifications required by Section 5.3 of the Town Charter. Employee is not required to be a member of the International City Management Association, and is not required to be a resident of the Town.
- 1.2 **Duties:** Town agrees to employ Employee as Town Manager to perform the duties and exercise the powers as prescribed by state law (including, but not limited to Chapter 112, Florida Statutes, Code of Ethics), the Town Charter (including, but not limited to Section 5.5) and the Town Code, and to perform such other legally permissible and proper duties and functions as assigned by the Town Commission from time to time. The Town Manager is an exempt employee under the Fair Labor Standards Act and, as such, Employee is not entitled to payment of overtime or accrual of any kind of compensatory time leave or payment. Without limitation, the Town Manager shall also oversee the operation of the Town's public safety contractors, and shall provide regular status reports on pending projects if requested by the Town Commission.

SECTION 2. TERM

- 2.1 **Term:** This Agreement shall have a term of three (3) years commencing on October 26, 2021 ("**Commencement Date**") and ending on October 31, 2024 ("**Expiration Date**"), unless earlier terminated or amended as provided elsewhere in this Agreement.
- 2.2 **Notice to Enter into a New Agreement, Extend or Allow Expiration:** No later than April 30, 2024, the Town Commission shall notify Employee of its intention to: (a) enter into a new agreement, (b) extend this Agreement for such term as the parties may agree, or (c) allow this Agreement to expire on the Expiration Date.
- 2.3 **Failure to Act is a One-Year Extension:** Failure of the Town Commission to act pursuant to Subsection 2.2 shall be deemed a decision to allow this Agreement to be renewed for one (1) additional year on the Expiration Date, under the same terms

and conditions that are in effect on the Expiration Date, unless otherwise amended or terminated pursuant to its terms during that additional year. At the end of the additional year, this Agreement will be terminated.

- 2.4 **Service at Pleasure of Commission:** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Commission to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.
- 2.5 **Payments to Employee Upon Separation from Town for Any Reason:** Notwithstanding any other provision of this Agreement, and regardless of the reason for Employee's separation from the Town's employ, the Town shall pay Employee upon her separation from the Town any and all earned but unpaid salary and benefits according to the policy and procedure outlined in the Town Personnel Policies Manual, and this Agreement.

The Town Commission shall review and approve the accuracy of the amount of all payments required to be made to Employee upon her separation from the Town's employ, prior to payment. Payment shall be within 30 days of the effective date of the separation.

- 2.6 **Effect of Expiration:** If this Agreement expires, then no Severance Payment, as defined in Subsection 3.1, shall be due to Employee, and only the payments identified in Subsection 2.5 shall be due to Employee.

SECTION 3. TERMINATION BY TOWN

- 3.1 **Early Termination of Employment Agreement with Severance:** In the event Employee is terminated by the Town Commission prior to the normal expiration of this Agreement, other than for misconduct (as is defined in Section 3.2 of this Agreement) and during such time that Employee is willing and able to perform her duties under this Agreement, the Town agrees to pay Employee a payment ("Severance Payment") equal to:
- (a) Prior to October 31, 2022: fifteen (15) weeks of Salary,
 - (b) Prior to October 31, 2023: eighteen (18) weeks of Salary, and
 - (c) Prior to October 31, 2024: twenty (20) weeks of Salary.

Regardless of when Severance is paid, it shall be paid without benefits and Employee shall also receive unused leave benefits according to the policies and procedures outlined in the Town Personnel Policies Manual, excepting all customary withholdings and deductions for taxes and other purposes. The Severance Payment will only be provided if Employee signs a general release and waiver of claims against the Town regarding termination, in a form provided by the Town. Prior to payment, the Severance Payment shall be approved pursuant to Section 2.5.

3.2 Termination for Misconduct

- A. **Misconduct Defined:** "Misconduct" for the purpose of this Agreement is as defined in Section 443.036(29), Florida Statutes and includes, but is not limited to the following: (i) fraud, misappropriation or embezzlement; (ii)

Employee's intentional breach of the provisions of this Agreement; (iii) Employee's repeated willful failure to perform services hereunder; (iv) Employee's violation of Chapter 112, Florida Statutes, Code of Ethics; (v) Employee's willful and continued failure to substantially perform her duties for the Town (other than as a result of incapacity due to physical or mental illness); or (vi) willful conduct by Employee that is demonstrably and materially injurious to the Town, monetarily or otherwise. For purposes of this paragraph, an act, or a failure to act, shall not be deemed "willful" or "intentional," as those terms are used herein, unless it is done, or omitted to be done, by Employee in bad faith or without a reasonable belief that her action or omission was in the best interest of the Town. Failure to meet performance standards or objectives, by itself, may constitute "Cause."

- B. **Termination for Misconduct:** If Employee's employment is terminated for Misconduct as defined in Subsection 3.2.A, the Town shall only pay to Employee the amounts due under Subsection 2.5.

SECTION 4. TERMINATION BY EMPLOYEE (RESIGNATION)

In the event that Employee voluntarily resigns her position during the term of this Agreement, Employee shall give the Town at least sixty (60) days written notice of the effective date of such resignation ("Resignation Date"), unless the Town Commission and Employee mutually agree to a shorter notice period. If Employee does not provide timely notice (provided a shorter notice period has not been agreed to), she shall be considered to have resigned not in good standing, and consequently will forfeit payment of accumulated leave. Employee shall not be entitled to receive Severance Payment pursuant to Subsection 3.1. Employee shall only be entitled to the payments described in Subsection 2.5. The Town Commission and Employee may negotiate other provisions upon resignation, in the event that the Town Commission determines such provisions to be in the best interests of the Town.

SECTION 5. COMPENSATION AND RESIDENCE

- 5.1 **Salary:** The salary of Employee shall be One Hundred and Sixty-Five Thousand Dollars (\$165,000.00) ("Salary"), which shall be payable in installments at the same time and manner as other Town employees are paid (the "Current Salary"). Employee's Current Salary as adjusted pursuant to Section 6.3 of this Agreement shall be referred to as the "Adjusted Salary." References to "Salary" herein shall be construed to refer to the Current Salary until the Salary may be adjusted pursuant to Section 6.3, after which it shall be construed to refer to the Adjusted Salary.
- 5.2 **Lump-Sum Payment:** Upon the execution of this Agreement, Employee shall also receive a one-time lump-sum payment of \$5,000.
- 5.3 **Holidays:** Employee shall receive the holidays established by the Town for all employees. In the event Employee deems it necessary or advisable to work on a holiday, that paid day off may be taken on some other regular work day.
- 5.4 **Leave**
- A. **Vacation Leave:** The vacation leave benefit provided the Employee shall be

as described in the Town's Personnel Policies Manual, except that Employee shall accrue vacation at the rate of 6.1587 hours in each two-week pay period (equivalent to twenty (20) days a year).

- B. **Sick Leave:** The sick leave benefit provided the Employee shall be as described in the Town's Personnel Policies Manual.
- C. **Other Leave:** The Employee shall have other leave to the same extent as is provided other employees as set forth in the Town's Personnel Policies Manual.

5.5 **Benefits**

- A. **Insurance Benefits:** Employee shall receive the same insurance coverage offered to all management employees. Town shall pay 100% of the cost of family coverage for health, vision, and dental insurance; and a \$200,000 life insurance policy for employee.

Upon Employee's separation from the Town, Employee's eligibility to continue to participate in any of the Town's insurance benefits at her own expense shall be determined by the then-applicable state and federal laws and Town ordinances and resolutions. In accordance with Fla. Stat. Section 112.0801, in the same manner and cost as offered other retiring employees, Employee will be offered the option of continuing on the Town's Insurance Benefits as a retiree if she is a recipient of Town Insurance Benefits on the date of her retirement.

If Employee elects not to participate in Town offered insurance, then 80% of the dollar amount of the employee premiums shall be paid into Employee Deferred Compensation Account or as additional amount of Salary, at the Employee's option.

- B. **Retirement Benefits:**

- (1) Employee shall continue to be a member in the Florida Retirement System's Senior Management Service Class and the Town shall make the state-required employer contributions to the Florida Retirement System.
- (2) Town shall execute all necessary documents for Employee's participation in the Town's Section 457 supplemental retirement plan. The Town further agrees to match \$384.62 bi-weekly (\$10,000 annual) towards such a plan.

- 5.6 **Reduction of Salary, Holidays, Leave or Benefits:** In the event the Town Commission at any time during the term of this Agreement reduces the Salary, Holidays, Leave or Benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Town, then the Employee may, at her option, be deemed to be terminated without cause at the date of such reduction. Such termination without cause shall be handled as provided in Section 3.1 of this Agreement.

- 5.7 **Notice/Approval for Temporary Absence from Town:** For a temporary absence from Town, which does not invoke Section 5.4 of the Town Charter, Employee shall ensure that Town matters are properly handled in her absence. Employee shall provide prior notice to the Town Commission if she anticipates being away from the Town for more than two (2) business days in a row. Employee shall not take more than ten (10) business days of Vacation Leave in a row without the prior approval of the Town Commission.
- 5.8 **Pay for Performance:** Any adjustment in Employee's Salary, Holidays, Leave, or Benefits based on the Town Commission's evaluation of Employee's performance shall be made pursuant to Section 6 of this Agreement.
- 5.9 **Residence Requirement:** Employee agrees to maintain a residence within 15 miles of the corporate boundaries of the Town during employment.

SECTION 6. PERFORMANCE EVALUATION

- 6.1 **Performance Goals:** At the beginning of each fiscal year, the Town Commission and Employee will mutually agree on performance goals and objectives for the fiscal year, and may mutually agree to revise those goals and objectives during the year. The Town Commission shall establish a relative priority among the goals and objectives, which shall be reduced to writing (the "Action Plan"). The Action Plan shall be reasonably attainable within the time constraints set , and adequate operating budgets or capital appropriations shall be funded to enable its accomplishment.
- 6.2 **Performance Review:** The Town Commission shall conduct annual performance reviews of Employee, and endeavor to complete the process by December 31 of each year, based on the criteria that were mutually agreed to at the beginning of the preceding fiscal year. Between November 30 and December 31 of each year, each Commissioner shall endeavor to meet with Employee one-on-one regarding the Performance Review. The process, at a minimum, shall include the opportunity for both parties to: (a) prepare a written evaluation, (b) meet and discuss the evaluation, and (c) present a written summary of the evaluation results. The Town Commission's final written evaluation shall be completed and delivered to Employee within thirty (30) days of the date of the evaluation meeting.
- 6.3 **Pay for Performance:** Based on the performance review, the Town Commission may increase the Salary, Holidays, Leave or Benefits granted under this Agreement, or may grant a high-performance reward to be paid in a lump sum amount. Any lump sum award for performance shall not be added to Employee's Salary, but shall be considered wages for purposes of retirement. The amount of the pay for performance shall take into account the Town's fiscal condition and ability to pay at that point in time.

SECTION 7. HOURS OF WORK; OTHER EMPLOYMENT

- 7.1 **Full Time Employee:** Employee agrees to remain in the full-time employ of the

Town and shall not accept any other full-time employment during the term of this Agreement. Employee further agrees to devote that amount of time and energy that is reasonably necessary for Employee to faithfully perform her duties under this Agreement.

- 7.2 **Outside Opportunities:** Recognizing that certain outside teaching and consulting opportunities (“**Outside Opportunities**”) may provide indirect benefits to the Town and to the community, the Employee may elect to accept limited Outside Opportunities with the understanding that such Outside Opportunities must not interfere with nor create a conflict of interest with her responsibilities under this Agreement. Employee shall provide a minimum of seven (7) days prior notice to the Town Commission before accepting such Outside Opportunities. If, however, the Town Commission determines, in its sole discretion, that Employee's performance may be compromised by her engagement in any proposed Outside Opportunity, or her continued engagement in an existing Outside Opportunity, the Town Commission may require that Employee decline to accept or withdraw from that Outside Opportunity. Employee shall not hold an ownership interest in any business located in the Town unless it is a publicly traded company.

SECTION 8. INDEMNIFICATION

- 8.1 **Indemnification:** Unless otherwise required by Federal, State or local law, Town shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's performance of her duties as Town Manager or resulting from the reasonable exercise of judgment or discretion in connection with the performance of her Town duties or responsibilities, unless the act or omission involved willful or wanton conduct. Town's indemnification of Employee under this paragraph shall extend to any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorneys fees and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the course and scope of performance of her duties.
- 8.2 **Representation:** Employee may request, and the Town shall not unreasonably refuse to provide independent legal representation at Town's expense if there is a conflict of interest between Employee's interests and the Town's interests in a matter in which Employee is not a party. Legal representation provided by Town for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. This paragraph shall not apply to litigation over this Agreement, which shall be handled pursuant to Subsection 11.5 of this Agreement.
- 8.3 **Settlement:** Any settlement of any claim must be made with prior approval of the Town Commission in order for indemnification, as provided in this Section, to be available. Employee recognizes that Town shall have the right to compromise such claims against it or against Employee in her official capacity, in its sole discretion.
- 8.4 **Litigation Support from Employee During and Following Employment with Town:**

Town agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation in which the Employee is requested to be a witness on behalf of or advisor to the Town, is compelled to be a witness by an adverse or other party, or in which the Employee is a party in her capacity as an employee of the Town. The requirement to cover such expenses shall survive the expiration or termination of this Agreement as long as Employee's services continue to be requested or required in relation to such litigation, or as long as she is a named party to such litigation. Further, Town agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to the Town regarding litigation after her employment with the Town is concluded. Notwithstanding the foregoing, in any litigation in which the Employee takes a position adverse to the position of the Town, the Town shall not pay her costs or attorneys' fees, except where required to comply with Subsection 11.5 of this Agreement.

SECTION 9. PROFESSIONAL DEVELOPMENT

- 9.1 **Memberships:** Subject to budget constraints and state law, the Town agrees to pay the reasonable professional dues and subscriptions of Employee necessary for her continuation and participation as a member in national, regional, state and local professional associations and organizations that are commensurate to her role as Town Manager, necessary and desirable for her continued professional participation, growth and advancement, and for the good of the Town.

Employee shall not hold office in any local, state, regional or national professional association or organization without prior approval of the Town Commission, which approval shall not be unreasonably withheld.

- 9.2 **Courses and Conferences:** Employee shall pursue training in the accepted competencies and practices of local public management. Subject to then-applicable Town policies regarding travel, budget constraints and state law, the Town Commission shall budget for and pay the registration, travel, lodging, meal and other related expenses of Employee for travel to at least one national professional conference to be held in the United States each year. Employee shall also pursue remote training opportunities, for which the Town Commission shall budget and pay for each year. The Town Commission may choose to budget and pay for Employee to attend additional conferences, seminars or courses.

SECTION 10. NOTICE

Notices pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

Town:	Mayor and Members of the Town Commission Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308
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Employee:	Linda Connors
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On file with the Town Clerk

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

SECTION 11. OTHER TERMS AND CONDITIONS

- 11.1 **Severability:** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- 11.2 **Waiver:** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- 11.3 **No Assignment or Transfer:** The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.
- 11.4 **Entire Agreement; Amendment:** This Agreement contains the entire agreement of the parties, and is being adopted by Resolution as required by Town Charter. It may not be changed orally, but only by an amendment in writing signed by the parties hereto and executed with equal dignity.
- 11.5 **Governing Law; Attorneys Fees:** This Agreement shall be governed by Florida law, and any litigation which may arise from this Agreement shall be filed and litigated in Broward County, Florida. The non-prevailing party shall bear the fees and costs for such litigation over this Agreement.
- 11.6 **Bonding:** The Town shall bear the cost of any fidelity bond or other guarantee that may be required of Employee.
- 11.7 **Expenses:** The Town recognizes that certain expenses of a non-personal and job-related nature, such as the purchase of professional journals and reference materials, will necessarily be incurred by Employee as Town Manager, and agrees to reimburse or to pay said general expenses. In recognition of the Town Manager's purchasing authority, the Finance Director is authorized to disburse such monies, upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
- 11.8 **Use of Vehicles:** Employee is authorized to use Town vehicles as needed during emergency conditions (hurricane, flooding, etc.). During normal conditions, Employee may use Town vehicles for routine inspections or other Town business. The Town will reimburse Employee for use of her personal vehicle pursuant to established Town policy.

SECTION 12. ETHICAL COMMITMENTS

- 12.1 **ICMA Code of Ethics:** Employee will at all times uphold the tenets of the ICMA

Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

12.2 Role of Commission: The Town Commission and each Commissioner shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics, the Broward County Code of Ethics or State ethics laws or to handle any matter of personnel on a basis other than fairness, impartiality and merit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Mayor Chris Vincent

Pursuant to Town Commission Approval of
Resolution 2021-__ on _____, 2021.

EMPLOYEE

By: _____
Linda Connors

Attest:

Town Clerk Tedra Allen

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen

Exhibit: 1. ICMA Code of Ethics

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2018.

ICMA